

The complaint

Mr B complains that HSBC UK Bank Plc closed his Gold credit card account. He says it wasn't entitled to do this.

What happened

HSBC closed Mr B's credit card account due to it having discontinued this type of credit card. Mr B says that in 2011, he was told that the insurance that came with the credit card would remain available to him for the duration of his lifetime. So, he doesn't think it was entitled to close his account.

Because HSBC closed his account, Mr B has lost out on benefits associated with the account, in particular the Annual Worldwide Travel insurance.

As a resolution to his complaint, Mr B would like compensating for the loss of the benefit of the Rewards Programme and the Annual Worldwide Travel insurance.

HSBC responded to Mr B's complaint, but it didn't uphold it. It explained that the Gold Card product Mr B held was being discontinued for all of its customers. It said it provided six months' notice of its intention to remove the product. And that Mr B would remain covered under the travel insurance until September 2025.

An Investigator considered what both parties had said, but they didn't think Mr B's complaint should be upheld. In summary, they explained that the terms and conditions of Mr B's account allow it to end the agreement when providing notice. And they didn't think that HSBC had done anything wrong, as they'd provided Mr B with sufficient notice of the closure of his account.

Mr B didn't agree with the Investigator's view. He explained that HSBC needed to provide that terms and conditions he signed up to when he first took out the card in 1990 and prove that these allowed it to close his credit card account. He also said that he was entitled to rely on the information provided to him in 2011 by a HSBC employee, that the travel insurance would continue.

Because an agreement couldn't be reached, the complaint has been passed to me to decide on the matter.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I think it's important to firstly explain I've read and taken into account all of the information provided by both parties, in reaching my decision. I say this as I'm aware I've summarised Mr B's complaint in less detail than he has. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my

informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint.

DISP 3.6.1 says:

The Ombudsman will determine a complaint by reference to what is, in his opinion, fair and reasonable in all the circumstances of the case.

And DISP 3.6.4 says:

In considering what is fair and reasonable in all the circumstances of the case, the Ombudsman will take into account:

(1) relevant:

(a) law and regulations;

(b) regulators' rules, guidance and standards;

(c) codes of practice; and

(2) (where appropriate) what he considers to have been good industry practice at the relevant time.

In practice, this means that while I'm required to take into account the law, I'm not bound to reach the same outcome as the law may say, because I'm required to decide matters on a fair and reasonable basis.

Mr B's complaint centres around whether HSBC were wrong to close his account, and to not allow him the continued benefit of the account, but particularly the travel insurance.

I note that HSBC's reasons for closing the account was because it had taken the decision to no longer offer this product. HSBC's decision to do this was a commercial one, which it is entitled to make. This Service wouldn't generally interfere with a firm's commercial decision making, as long as it treated Mr B fairly in relation to that decision. In this case, I can see that all of HSBC's customers who held that same account, would have received the same communication about their account closing. And so, I'm satisfied that Mr B was treated the same way as other customers with that same account.

I've also looked at the terms and conditions of Mr B's account. These allow it to close an account by providing at least 30 days' notice. In this case, Mr B was provided with around six months' notice, so I can't fairly find here that HSBC acted outside of its terms and conditions when closing the account.

I can see that Mr B refers to the terms he entered into with HSBC back in 1990 when he first took out the account. He says that HSBC need to prove that these terms allow it to close the account and remove the benefits he was entitled to with the account.

HSBC don't have a copy of these terms and conditions, and I wouldn't have expected it to have still held a copy of these given the length of time that's now passed. Mr B hasn't provided me with a copy either. So, it makes it difficult for me to know what Mr B agreed to back in 1990 when he first took out the account.

That being said, I don't think the terms and conditions Mr B agreed to in 1990 are still relevant. I say this because terms and conditions are changed and updated over time. There will have been many updates to the terms and conditions in the time Mr B has had his account, and he will most likely have been informed of these updates alongside information on what he'd need to do if he didn't accept the new terms (which would usually result in the

agreement coming to an end). And so, the terms and conditions Mr B has referred to from 1990, are no longer the most up to date agreement. I don't find it unreasonable that the terms and conditions have changed over time, and I'm satisfied that HSBC has acted fairly and reasonably by acting in line with the most up to date agreement. I don't find that HSBC needs to prove that it has acted in line with the terms initially entered into, for the reasons I've already explained.

I have looked at the email exchange Mr B had with an employee of HSBC back in 2011. The relevant part says "*As you hold a Gold Master card in addition to being a Premier account holder the travel insurance connected to this card continues to cover you*".

I've considered this carefully, but I'm not persuaded the intention of this email, or its meaning, was that the credit card Mr B held would be available throughout his lifetime. I'm also not persuaded that the purpose of the email was to assure Mr B that the insurance would be available throughout his lifetime. In my view, the email's intention was to assure Mr B that for as long as he had the credit card, he would also have the insurance. And this appears to have happened, it's just that HSBC has now decided to discontinue the card and so the insurance and other benefits that came with the card are no longer available.

I realise that Mr B also had a conversation with the employee, as well as what was written down in the email exchange. Of course, I don't know what Mr B was told as part of that exchange. But on balance, I don't think it likely Mr B was told that his account would remain open indefinitely, because I find it likely the employee would have been aware that accounts are closed for a variety of reasons.

Overall, I can't fairly say that HSBC has done anything wrong in closing Mr B's account or removing the benefits of the account alongside the closure. I appreciate this decision will come as a disappointment to Mr B. I can understand why he'd be unhappy about the account closing. But for the reasons I've set out above, I can't fairly find that HSBC has acted unfairly or unreasonably.

My final decision

For the reasons set out above, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 2 July 2025.

Sophie Wilkinson
Ombudsman