

## **The complaint**

Mr and Mrs G's complaint relates to a mortgage application they made to HSBC UK Bank Plc in October 2024. They're unhappy that the application was rejected and they could not port their interest rate product to their new home.

## **What happened**

In 2022 Mr and Mrs G took a mortgage with HSBC. They borrowed around £300,000 on interest only terms over 25 years. Their interest rate was fixed at 2.64% until 31 July 2027.

An Early Repayment Charge (ERC) would apply on any repayment amount over the 10% annual allowance before 31 July 2027.

The mortgage came with flexible features which allowed Mr and Mrs G to transfer their mortgage and port their interest rate product to another property, subject to lending criteria.

On 15 May 2024 Mrs G called HSBC to enquire about porting their mortgage to a new property. She said they'd received an offer on their property but not yet found a property to purchase. HSBC said that – provided Mr and Mrs G took a new mortgage and ported their product to it within six months – it would refund any ERC they paid on the mortgage they redeemed.

Mr and Mrs G called HSBC back later that day to ask more questions. Amongst other things, they asked how a recent decline in their self-employed income may impact their ability to obtain a mortgage and port their existing product. The agent asked several questions to establish that the terms of their new mortgage would remain the same as the old one. The agent explained what HSBC refers to as its No New Money (NNM) policy and how Mr and Mrs G satisfy those criteria. The agent said that in these circumstances Mr and Mrs G wouldn't need to provide finalised business accounts to prove affordability. This was confirmed in a follow up email sent by the advisor to Mr and Mrs G later the same day.

Mr and Mrs G subsequently completed the sale of their property on 5 July 2024, and they moved into rental accommodation.

On 28 September 2024 Mr and Mrs G had an offer accepted on a new purchase property and began discussions with HSBC about completing their porting application. A meeting with a mortgage advisor went ahead on 30 October 2024.

Ahead of the meeting Mr and Mrs G were required to produce up to date business accounts for HSBC to assess affordability. Mr and Mrs G say that they had to submit their end of year accounts four months early as a result which they say had a negative effect on their business cashflow. They also say that Mrs G usually does the book-keeping for their business but as the accounts needed to be brought up to date immediately, they used an external source instead – incurring a cost.

The vendor subsequently pulled out of the transaction. Mr and Mrs G found an alternative property and had an offer accepted on 5 November 2024. They instructed a solicitor the

same day. Mr and Mrs G say that the new vendor was purchasing a new build property which was completing later that month, leaving the property empty and available to purchase and complete before Christmas to meet HSBC's porting deadline.

On 7 November 2024 HSBC told Mr and Mrs G that their application had been declined on affordability. Mr and Mrs G were therefore not able to port their loan nor were they eligible for a refund of the ERC paid.

Mr and Mrs G used a broker to help find them a new mortgage. The broker sourced a mortgage, but the terms differed to the one they had with HSBC. The new lender was willing to lend a maximum of £200,000 on repayment terms over 32 years. They secured an interest rate of 4.23% fixed until 31 March 2030. The product had no arrangement fee, but a £100 valuation fee was payable. I understand a valuation fee was also payable as part of the porting application so this cost was one that would be incurred in both circumstances.

Concerned that they'd have to source £100,000 to cover the mortgage shortfall, Mr and Mrs G say they pulled out of the purchase, incurring aborted legal costs.

Mr and Mrs G subsequently chose to proceed with a different purchase on the agreed mortgage terms. The purchase completed on 7 March 2025. They say that after a few months of rearranging their finances, they were able to extract money from their business to cover the mortgage shortfall – but they say this negatively impacted their business' cashflow.

Unhappy that their application to port their mortgage had been declined, Mr and Mrs G complained. HSBC didn't uphold the complaint, but it offered some compensation for the misinformation given in May 2025, but this wasn't paid to Mr and Mrs G because they'd chosen to refer their complaint to our Service.

HSBC said that its NNM policy only applies to existing customers completing a simultaneous port and so information given about the policy was accurate at the time – as at that point Mr and Mrs G were still active customers. That said, HSBC said that even during simultaneous porting applications, standard affordability checks are carried out – therefore in any event Mr and Mrs G wouldn't have met affordability, and a declined application would have always been the outcome.

An investigator at our service looked into things and thought the complaint should be upheld. He said that with regard to the relevant section 11.6.3 of Mortgage Conduct of business regulation (MCOB) rules, in the circumstances of Mr and Mrs G's case HSBC ought to have forgone an affordability assessment meaning their application to port their loan should have been successful. To put things right, in summary the investigator said that HSBC should:

- Refund Mr and Mrs G the ERC they paid when they redeemed their mortgage.
- Refund Mr and Mrs G the difference between what their interest only payments were and the rental costs from November 2024 until Mr and Mrs G moved into their new property.
- Refund Mr and Mrs G any costs they incurred related to their failed property purchase. Mr and Mrs G need to provide HSBC with evidence of this.
- Pay Mr and Mrs G the difference in interest between what Mr and Mrs G should have been paying had they ported their mortgage and what they are now paying with their new lender. This should be from when Mr and Mrs G took out their new mortgage and up until when their fixed rate with HSBC was due to end.

- Pay Mr and Mrs G £500 in compensation for the distress and inconvenience this incident has caused.

Mr and Mrs G largely accepted the investigator's findings, but they made some further comments about how they think they should be compensated for the losses they've incurred.

HSBC didn't agree. In response it said that under the terms of the mortgage a porting application without the need for a new application or affordability assessment would only apply if the replacement mortgage was taken up simultaneously with the repayment of the existing mortgage. Because Mr and Mrs G redeemed their mortgage in July 2024 without a simultaneous offer on a new property in place they were no longer considered 'existing customers' and so MCOB 11.6.3 doesn't apply. Whilst porting their product was still possible within the six-month window this would be subject to application and an affordability assessment. In addition, HSBC said that the criteria for forgoing an affordability assessment under MCOB 11.6.3 didn't apply here on the basis that Mr and Mrs G were requesting a change that was material to affordability – they'd asked for the term of their mortgage to be reduced from the remaining circa 23 years to 20 years.

Mr and Mrs G didn't agree that they'd asked for the term of their mortgage to be reduced. In addition, they expressed their opinion that this would have no bearing on affordability as their mortgage was on interest only terms.

Our investigator considered HSBC's arguments but explained why his opinion remained unchanged. In summary he didn't think that it was fair for Mr and Mrs G to suffer a loss as a result of them acting on the misleading information given to them by HSBC during their initial enquiry – and they should be compensated for that.

HSBC didn't agree and asked for the case to be decided by an ombudsman. I issued a provisional decision in which I said:

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

Before Mr and Mrs G committed to the sale of their property, they made enquiries with HSBC to understand how the porting process would work. Mr and Mrs G made it clear that it was important for them to retain their interest rate and that they did not want to pay an ERC that was not refundable.

Mr and Mrs G were transparent – they explained that their self-employed income had reduced since they initially took the mortgage and they were concerned about how this would impact the outcome of any future affordability assessments – should one be required as part of the porting process.

HSBC told Mr and Mrs G that they had six months from the sale of their property to complete on a new purchase and that as long as the mortgage terms were like for like, no documented affordability assessment was needed. This later turned out not to be the case.

Mr and Mrs G acted on the information given to them by HSBC during their initial enquiries and their decision making was led by what they'd been told.

Under the Financial Conduct Authority (FCA) rules, when communicating with its customers, HSBC must pay due regard to the information needs of its customer and

communicate information to them in a way which is clear, fair and not misleading, allowing them to make timely and effective decisions.

Having listened to the calls that took place in May 2025, I don't think HSBC acted fairly here. During their enquiries Mr and Mrs G made it clear they were completing a non-simultaneous port. So, I'd expect HSBC to provide accurate information specific to their circumstances.

Following changes to the rules of mortgage regulation in 2014, lenders are required to carry out strict assessments of both affordability and – in the case of interest only lending – of repayment strategy.

There are, however, some exceptions to those requirements. The rules of mortgage regulation can be found in the Financial Conduct Authority Handbook, in the chapter headed MCOB.

The specific section MCOB 11.6.3 R says that a firm doesn't need to assess affordability when entering into a new mortgage that replaces an old one, or when varying an existing mortgage – provided that there are no changes being made which are material to affordability.

HSBC has a policy in place for this. The NNM residential mortgage application is an application for an existing mortgage customer who is applying to vary their existing mortgage terms without borrowing additional funds – either to change their term end date, the repayment type (capital repayment or interest only), by adding or removing a borrower, by porting their balance to a new property, or a combination of one or more of these.

During the call that took place in May 2025, HSBC told Mr and Mrs G that the NNM policy applied to them. It later said that because they weren't completing a simultaneous port, they weren't considered existing customers at the time of application because they'd closed their mortgage account already.

HSBC also says that MCOB 11.6.3 doesn't apply to Mr and Mrs G because they did ask to make a change to their mortgage that was material to affordability. At the time Mr and Mrs G were completing their porting application they had around 23 years remaining on the term of their mortgage. During their application the advisor asked how long they'd like the term of their new mortgage to be. Mr and Mrs G said 20 years. As I've said, Mr and Mrs G had an interest only mortgage, so the term of their mortgage had no bearing on the monthly repayments and based on what they've said, the short difference in the term also made no difference to their repayment strategy. Overall, I think that if HSBC explained the impact of changing the mortgage term, Mr and Mrs G would have kept their existing term the same.

I don't agree with HSBC that this rule doesn't apply where customers don't port simultaneously because they stop being existing customers. Mr and Mrs G were existing customers of HSBC. They were looking to replicate their existing mortgage but secured over a new property. I think HSBC has in the circumstances unfairly applied a strict application of its new borrower criteria to Mr and Mrs G (who were not new borrowers) and this has resulted in them having to pay a substantial ERC and incurring other costs.

I say that because the rule says that it applies to "entering into a new regulated mortgage contract or home purchase plan as a replacement for an existing regulated mortgage contract or home purchase plan between the customer and the firm". Porting

involves repaying the old mortgage and taking out a new one on the same interest rate. In my view, that clearly involves replacing the first mortgage with the second one.

Nothing in the rule says that there can't be a gap between the two contracts, and the existence of a gap clearly contemplated in a lender's contract or policy means, in my view, that the second contract is a replacement for the first even though there's a gap. The whole point of porting is to replace the old mortgage to avoid an ERC.

I am aware from my knowledge of the mortgage industry that some lenders always require porting to be simultaneous, while others don't – some allow a gap of up to six months or more. I don't think it would be fair to only apply the rule to customers whose port is simultaneous when HSBC allows non-simultaneous porting.

So, I think HSBC should have taken rule 11.6.3 into account when it assessed the porting application. Had HSBC taken account of 11.6.3 – even though this wasn't a simultaneous porting case – I don't think that acting fairly it would, or should, have refused the application. It therefore follows that, to put matters right, it should place Mr and Mrs G in as close a financial position to that which they would have been in had their application for a new mortgage been accepted.

In this case that would have involved Mr and Mrs G porting their mortgage on its existing terms as intended. When that mortgage was advanced, they would have been paying interest at 2.64% until 31 July 2027. However, the interest rate product Mr and Mrs G attached to their new mortgage expires on 31 March 2030 and it is not known what interest rate they would have been able to obtain on expiry of their previous mortgage – it might be higher than their existing rate or lower. As such, it is not possible to determine if Mr and Mrs G will suffer a loss for that period.

If HSBC had allowed Mr and Mrs G to port their mortgage, I think on balance it's reasonable to assume that the purchase of their second chosen property would have completed in time. Mr and Mrs G made an offer on 5 November 2024 and instructed solicitors the same day as a matter of urgency to complete the transaction on time ahead of the porting window deadline on 3 January 2025. That gave them just over 8 weeks which I consider to be a reasonable time for the purchase to complete, given Mr and Mrs G's circumstances and what they've said about lack of an ongoing chain.

In these circumstances Mr and Mrs G would have been entitled to a full refund of their ERC. In the circumstances, I think it would be fair and reasonable for HSBC to refund the ERC. HSBC should also pay Mr and Mrs G an award to cover any financial loss suffered as a result of its actions. Interest should be added to compensate Mr and Mrs G for being without the funds in the meantime.

Finally, HSBC should also compensate them for the distress and inconvenience caused. Mr and Mrs G have suffered several months of distress and inconvenience. They've lost out on their desired home purchase, have spent longer than necessary living in rented accommodation and have gone through the trouble of applying for new mortgage which they were offered on less desirable terms. Our investigator suggested compensation of £500 which Mr and Mrs G accepted. I think that's fair.

I've set out below exactly what HSBC is required to do to put things right in this case. Having done so I note that there are other losses described by Mr and Mrs G that I won't be making an award for. I'll explain why below.

Mr and Mrs G say that they incurred costs by having to submit their business accounts

sooner than anticipated. They say that they submitted their business accounts at the end of August 2024 – four months sooner than anticipated. I've thought carefully about this but from what I can see the accounts were submitted prior to any conversation with HSBC about the Mortgage application following the first offer Mr and Mrs G made on a property on 28 September 2024. So, it's difficult for me to say this decision was made solely for the purpose of the mortgage application.

In addition, Mr and Mrs G say that the only cost/loss suffered as a result of submitting their accounts early was the professional fees they paid to expedite the process. They say that Mrs G usually completes the book-keeping on behalf of their business. Again, it was Mr and Mrs G's choice to outsource this service rather than completing their own book-keeping.

Lastly, it's important to note that under MCOB 11.6.3 a lender is not prevented from carrying out an affordability assessment – it can just choose to set it aside when making its lending decision. So that means Mr and Mrs G would still need to produce up-to-date accounts at the point of application. It was their choice to use a professional. So, when considering everything, this is not a loss I can reasonably hold HSBC responsible for.

Mr and Mrs G have also raised some concerns about HSBC's complaints handling. Namely that their complaint wasn't considered in full in the first instance leading to a further investigation and a second final response letter being issued. They also say that they were deprived of compensation on the basis that they chose to bring their complaint to our service. I do agree that HSBC could have done better here. But overall, when considering everything I think £500 fairly compensates Mr and Mrs G..."

## **Developments**

Both parties responded to my provisional decision.

Mr and Mrs G said:

"...Please take this email as confirmation that we are happy to accept the outcome of the provisional decision, with one exception. We feel we have found an inaccuracy about when our company accounts were submitted to HMRC within the provisional decision.

[anonymised name] (our assigned mortgage broker) at HSBC requested a fresh set of company accounts from us in early October in relation to porting our mortgage. We had our initial meeting with her on the 2nd October and the company's accounts were then filed on 16 October 2024. This is a very quick time frame to process and finalise company accounts. We work full time and have a young family, so this left us in a position where we felt we had no choice but to find additional support to complete our bookkeeping, in the timely manner required, so as not to delay porting our mortgage. This was our choice, as you rightly point out, and we accept this.

Working closely with the bookkeeper, we still only had time to complete the accounts up until August 31st. Our financial year would have continued for a further four months if HSBC had not unexpectedly requested completed company accounts. We wanted to make you aware of this as we did not complete the company accounts prior to attempting to arrange our mortgage with HSBC. We therefore feel that the final decision should reflect this fact. Please find attached a screenshot of Companies House filing history as evidence..."

HSBC responded to say:

“Following a review of our file papers and the Ombudsman’s provisional decision I can confirm we are prepared to accept the principle of the decision that clear information should have been provided in the initial call but have the following comments to make in respect of the proposed resolution/redress.

In the first instance we would highlight that the customers sold their property on 2 July 2024 and therefore the 180-day window ended on 29 December 2024.

We believe it is far from certain Mr and Mrs G would have been able to complete before this deadline. The application began on 31 October 2024 leaving a timescale of 59 calendar days to complete which we believe is very tight. Even taking out the underwriting stage our own guidance states the conveyancing stage can take between 6 to 12 weeks.

The bank would have required a valuation report which deemed the property to be suitable and there has been no evidence supplied to suggest this was the case. Conveyancing would have been required that didn’t uncover onerous conditions on the title or anything else which would deem the property unsuitable. They would have required solicitors and removal companies who worked over the Christmas period which also seems unlikely.

In addition to these reasons, available online data shows the property did not actually sell until June 2025 and while it has been claimed, we have not seen any evidence that the seller had completed on their new build. We believe this is too important a factor to simply accept the customer’s testimony on the point. It again seems unlikely the seller would have been in a position to move out over the Christmas period allowing Mr and Mrs G to complete on the property before the porting rate expired.

Had this been the property they ultimately purchased, with some/all this detail available, our stance may be different. However, as it stands, we believe it is far too speculative to say with any confidence that they would have completed before the 180-day deadline.

This notwithstanding, the Ombudsman has stated interest on refund ERC should run from the date of redemption, however this is at odds with the premise of the decision too. Had they been able to complete the ERC would have been refunded from this point and therefore this should be the start date.”

### **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.

#### My response to HSBC’s submissions

I can see from the system screen shots provided by HSBC that Mr and Mrs G redeemed and repaid their original mortgage with HSBC on 5 July 2024. That gave them until 1 January 2025 to complete on the purchase of their new property – to be able to transfer their mortgage and port their interest rate product to another property. I note HSBC has quoted different dates in its response to my provisional decision, but the contemporaneous evidence suggests otherwise.

On 30 October 2024 Mr and Mrs G spoke to a HSBC mortgage advisor to submit an application. It was discussed that if the porting deadline wasn’t met or the purchase property changed, the application could be amended to reflect the new interest rate and/or the new property details. We now know that Mr and Mrs G did not intend to continue with the purchase of the property that they discussed in this meeting. However, if the mortgage application was accepted on the agreed terms (as it should have been), the question is

would they have reasonably completed on the purchase of their second desired property in time – following an alteration of the application to reflect the new property purchase details.

Mr and Mrs G had an offer accepted on their second property on 5 November 2024. That allowed them 8 weeks until 1 January 2025 to complete on their property purchase. I do appreciate this was a tight window given the Christmas period.

Following HSBC's decline of their mortgage application, Mr and Mrs G pulled out of this purchase which never went ahead. So, it's true when HSBC says that because no application was considered for this property purchase, it's unknown for certain whether the property would have met criteria and be lent on as a suitable security.

That said I do need to balance this with the fact that the reason this application didn't go ahead was as a result of HSBC's unfair lending decision. So, it wouldn't be fair for Mr and Mrs G to be negatively impacted as a result. In addition, having considered what I know about the property, I'm persuaded that it would more likely than not be considered as suitable lending security. I say this because from having seen photos the property appears to have been built from standard construction and given that it later sold (in July 2025 – as HSBC has said) affirms that it was likely to be considered suitable lending security for another lender.

In fairness to the parties, what I've considered is what I know about how Mr and Mrs G's actual purchase proceeded, and the timeline involved – to establish what I think would have *likely* happened in relation to their second property had things gone the way they should have done. I've deliberately highlighted the word '*likely*' here. As HSBC is aware our Service decides cases on a balance of probabilities basis. Where the available evidence is incomplete, contradictory or missing, our rules require me to reach my conclusions on the basis of what I consider is most likely to have happened – rather than requiring absolute proof beyond reasonable doubt. That's broadly the same test that the courts use in civil cases and what I have applied here when reaching my decision.

Following HSBC's declined application, Mr and Mrs G submitted a new broker led application for property two with a different lender. They received a mortgage offer but on less desirable terms, so Mr and Mrs G say they didn't go ahead with this purchase. They later decided that given their circumstances they were willing to proceed with the mortgage on the agreed terms and found property three. Their mortgage application with the new lender was amended and an offer was issued on 7 January 2025. The purchase completed on 8 March 2025 – in just over eight weeks.

This is a similar scenario to what their journey would have been like with HSBC.

- Mr and Mrs G's porting application should have been accepted (on property one).
- On 5 November 2025 when they decided to proceed on property two instead, Mr and Mrs G should have been able to amend their existing application with HSBC to factor the new property details. A new valuation, underwriting and conveyancing would have been required within a timeframe of around 8 weeks – by 1 January 2025.
- By HSBC's own account "*Even taking out the underwriting stage our own guidance states the conveyancing stage can take between 6 to 12 weeks*". In this case, the application shouldn't have required full underwriting at this stage as only the property details were changing. The remainder of the borrower application details ought to have been pre-approved. So, this application should have reached offer stage fairly quickly and given the timescales noted by HSBC itself, there was reasonable scope for Mr and Mrs G's purchase to complete within time – even when taking into account



the Christmas period. Given they had eight weeks in total to complete and conveyancing could be completed in as little as six weeks – less if the solicitor agreed to treat it as a priority.

- It's also important to note that Mr and Mrs G were acting in urgency. Once an offer was accepted on property two, they instructed solicitors the same day to get the ball rolling as quickly as possible.

So, taking all this into account I think on balance it's likely Mr and Mrs G could have reasonably completed on the purchase of property two in time. I appreciate there is no guarantee that the application would have been approved by HSBC – but as I've explained it's not fair for me to say that Mr and Mrs G should suffer detriment as a result of this uncertainty given this was caused by HSBC. And when considering everything, I can't reasonably say I've seen enough to persuade me that there is anything to suggest the property would likely not meet HSBC's lending criteria.

I've also thought about what HSBC has said about property two not selling until June 2025 – and so this not corroborating what Mr and Mrs G say about the seller completing an onward purchase of a new build in November 2024. I've not seen any evidence of this myself online, in any event I don't think this makes any material difference here. The conditions of the onward sale are unknown and irrelevant to this case. There could be many reasons why the property didn't actually sell until July 2025 – starting with when a new buyer came forward with an offer after the seller lost Mr and Mrs G's offer.

Lastly, I've considered HSBC's point about how the ERC should be refunded and I accept HSBC's argument that interest should run from when the ERC should have been refunded, not from when it was paid, as that represents the period Mr and Mrs G were out of pocket. The ERC should be refunded, and 8% simple annual interest should be paid from the likely completion date 31 December 2024 (last business working day of the year ahead of the 1 January 2025 deadline) to the date of refund. This amendment to my redress direction has already been communicated to Mr and Mrs G and accepted by them.

#### My response to Mr and Mrs G's submissions

I've considered Mr and Mrs G's response to my provisional decision, and I accept when they say that their company's accounts were filed on 16 October 2024 and not in August 2025 as I've said in my provisional decision. So, it follows that it seems likely they did submit their accounts early solely as a requirement of their application for a mortgage with HSBC.

Whilst it's important that my final decision be updated to include accurate information, I don't think the difference in dates quoted impacts the outcome of this case in any way, I'll explain why. Mr and Mrs G accept that it was their choice to appoint a professional to complete their book-keeping and bear the cost of doing so. Also, as I've said in my provisional decision, under MCOB 11.6.3 a lender is not prevented from carrying out an affordability assessment – it can just choose to set it aside when making its lending decision. So that means Mr and Mrs G would still need to produce up-to-date accounts at the point of application. So, when considering everything, this is not a loss I can reasonably hold HSBC responsible for.

#### **Putting things right**

My decision is that I uphold Mr and Mrs G's complaint and direct HSBC UK Bank Plc to:

- Refund the early repayment charge Mr and Mrs G paid on redemption of their mortgage, adding simple annual interest of 8% running from 31 December 2024 to the date of refund. I've selected that date as being the last possible working day

they could have completed on to obtain an ERC refund.

- Pay Mr and Mrs G the difference in interest payments between their old rate of 2.64% and their new rate of 4.23% on a balance of £200,000. This should be from completion of Mr and Mrs G's new mortgage on 7 March 2025 up until the expected end date of their HSBC fixed rate on 31 July 2027.
- Pay Mr and Mrs G £499 to cover the broker fee they paid to source a new mortgage, adding simple annual interest of 8% running from the date of payment (on 17 December 2024) to the date of refund.
- Pay Mr and Mrs G £1,874.50. This is the difference between their rental accommodation cost (£1,600 monthly) and what they should have been paying on their HSBC mortgage (£662.75 monthly) from the end date of their porting window on 31 December 2024 (the latest date their purchase could have completed) to the date their actual mortgage completed on 7 March 2025.

Mr and Mrs G have evidenced that they made their rental accommodation payments on the 20th of each month. HSBC should add simple annual interest of 8% to half this award running from 20 January 2025 to date of payment. And it should add simple annual interest of 8% to the other half of this award running from 20 February 2025 to date of payment.

- Pay Mr and Mrs G the abortive legal costs they paid totalling £569 for the purchase that couldn't proceed as a result of HSBC's declined application. HSBC should add simple annual interest of 8% running from the date of payment (on 3 December 2024) to the date of refund.
- Pay Mr and Mrs G £500 compensation.

HSBC UK Bank Plc may deduct income tax from the 8% interest elements of my award, as required by HMRC. But it should tell Mr and Mrs G what it has deducted so they can reclaim the tax if they're entitled to do so.

### **My final decision**

My final decision is that I uphold Mr and Mrs G's complaint, and I direct HSBC UK Bank Plc to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs G to accept or reject my decision before 7 November 2025.

Arazu Eid  
**Ombudsman**