

The complaint

Ms C complains that an issue with her HSBC UK Bank Plc app caused her to remove money from her ISA. She also complains about the general support and service she received.

What happened

Ms C has said that, following advice during a meeting with HSBC relationship managers, she attempted to transfer money from her existing ISA to a fixed rate ISA with a higher interest rate. Unfortunately, things didn't go as planned and, instead of transferring some of her funds to a new ISA, Ms C instead placed part of the ISA funds back into her current account. Ms C realised there was a problem and contacted HSBC for help.

HSBC wasn't able to move the money she'd withdrawn back into her ISA and so she raised a complaint. HSBC looked into things but didn't think it had done anything wrong. It said whenever a customer requested a withdrawal from their ISA, they would be presented with a message which outlined the potential consequences of the action and the effect it could have on their remaining subscription.

Ms C wasn't satisfied and brought her complaint to our service. She explained there had been an issue with her app and that it had only given her the option of funding the ISA from her current account. She said she had contacted HSBC as soon as she realised something wasn't right, but said she hadn't received a sufficient level of support or updates.

Ms C pointed out her health issues and said she didn't think HSBC had complied with the Mental Health Act, particularly in the lack of support she received. Ms C explained she felt disrespected and ignored by HSBC, despite it being aware of her health condition.

Our Investigator looked into things. She didn't think HSBC was to blame for Ms C withdrawing money from her ISA instead of transferring it to another ISA. Although Ms C said she was advised to make the transfer, the Investigator wasn't persuaded the information given by the relationship managers amounted to advice. Further, she didn't think HSBC had any involvement in the withdrawal instructions Ms C gave and felt it was likely she'd been presented with a pop-up message warning her about the withdrawal.

She'd also looked into Ms C's concerns about the app's glitch. But, as the issue related to Ms C logging in, and not the information she saw when using the app, the Investigator couldn't identify a failing from HSBC there, either.

The Investigator considered the service HSBC had provided. And, whilst she thought HSBC had kept Ms C sufficiently updated throughout the issue, she felt it hadn't always gotten things right in other areas. In particular, she found that HSBC's agents gave Ms C some incorrect information about the status of her complaint which caused her to make further contact with HSBC in an attempt to resolve the issue. And the Investigator didn't think HSBC had done enough to understand the impact of Ms C's mental health issues once she had shared them with HSBC's agents.

To put things right, although the Investigator didn't think HSBC needed to do anything in

relation to the funds now outside of Ms C's ISA, she felt it should pay her £150 for the impact of the poor service and support.

Although HSBC accepted our Investigator's view, Ms C was disappointed with the outcome and asked for an Ombudsman to issue a decision. She reiterated that she'd been advised to transfer her funds. She also provided more screenshots of the application process and talked again about the issues with the app, arguing that the screenshots she'd provided demonstrated the only choice she was given was to add funds to the ISA through her current account. She pointed out that HSBC could only tell our service what she *would* have seen when completing the application, not what she *actually* saw. Further, she didn't think HSBC had acted in line with the Mental Health Act or discrimination legislation.

As no agreement could be reached, the complaint was passed to me to decide.

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.

Having done so, I agree with the conclusions of the Investigator and uphold this complaint in part. I realise this will be very disappointing for Ms C, so I've explained why I've arrived at this outcome below.

I think it would be helpful to first explain that my role here is to think about the individual circumstances of this complaint. If I think HSBC did something wrong which caused Ms C to lose out as a result, I can then think about what – if anything – it should do to set matters right. To help me with this, I've taken into account Ms C's detailed submissions as well as the information provided by HSBC. But if there's something I've not specifically mentioned, it isn't because I've ignored it – I haven't. I mean no discourtesy by this, it simply reflects the fact our service is an informal dispute resolution service, set up as a free alternative to the courts. So, in deciding this complaint I've focused on what I consider to be the heart of the matter, rather than considering every issue in turn.

The screenshots supplied by Ms C align with what I've seen from HSBC. Whilst Ms C reports only being given the option to fund the ISA through her current account, from what I've seen, I think this is because she indicated during the application that she wished to subscribe to the ISA. Applicants are also given the option to transfer in an existing ISA, though Ms C has indicated she wasn't presented with this option, citing the issues with her app as the likely cause. But HSBC has confirmed the app issues didn't relate to application functionality or the information she would have seen while using the app. I've seen previous correspondence between Ms C and HSBC where this was discussed and there was nothing to indicate that Ms C was experiencing problems with the user interface. This, coupled with what HSBC has shown our service about the pop-up message it automatically displays, persuades me the problem was – more likely than not – caused by the actions Ms C took, and that she was given appropriate warning about those actions.

I appreciate Ms C has said she wasn't presented with a warning, but I'm mindful that recollections can fade or alter over time. HSBC has said the warning message was presented automatically, meaning it required no human intervention in order to be displayed. Therefore, for it to not show up for Ms C, it would likely have needed to have been turned off by HSBC – and I've seen no evidence of this. So I think it's most likely Ms C saw the message, even if she may not have realised its significance at the time.

Ms C has said she was advised by HSBC's relationship managers to transfer her funds. HSBC has confirmed that its relationship managers don't give advice, and merely present

the information a consumer might require in order to make a decision. In either case, I have been given no evidence which shows that anyone at HSBC assisted Ms C with her ISA application or when transferring funds out of her ISA. Nor have I seen any request from Ms C for someone to assist, either before the application or during. Because of this I can't fairly say advice or information from HSBC's staff caused the issues Ms C experienced.

Having looked at the various points of contact throughout the life of the issue Ms C experienced and the complaint she raised, I'm unable to fairly say HSBC didn't keep her updated. I note Ms C complained soon after HSBC confirmed it couldn't replace the funds in her ISA. Following this, HSBC sent several items of correspondence to her to acknowledge her complaint, update her on its progress, and give its answer. I don't think it failed to provide an appropriate level of updates.

Ms C believes HSBC has breached legislation relating to mental health and discrimination. But I should mention that, whilst I have of course considered all relevant regulation and legislation, as well as what I consider to be good industry practice, ours is an informal dispute resolution service. And so, I'm unable to say whether the acts Ms C has mentioned have been breached.

With that said, I have decided this complaint based on what I consider to be fair and reasonable in all circumstances of the case. And I've seen no indication that HSBC treated Ms C unfairly or differently based on her mental health concerns – or any other characteristic – or that it knew, or had reason to know, she may have needed support with her ISA application and transfer. But I agree with the Investigator's findings that HSBC should have done more to help Ms C feel supported after she had shared details of her mental health problems, and that information it gave caused Ms C to unnecessarily make further contact, and that this caused distress and inconvenience. From what I've seen, I think the Investigator's recommendation of £150 fairly addresses the impact here.

I would like to conclude by saying I'm very sorry to hear about the personal circumstances Ms C has described throughout her complaint. I appreciate how difficult her situation is and how much the matters in this complaint have affected her. But I've been unable to say the problems she has experienced are – more likely than not – a result of a failing on HSBC's part. And although I haven't ultimately produced the outcome she wanted, my decision in no way seeks to diminish her very difficult circumstances.

So whilst I appreciate Ms C might feel differently, I will leave it to her to decide whether, on reflection, she now feels able to accept the £150 proposed, or whether she would prefer to pursue matters elsewhere. Either way, my decision now completes our consideration of her complaint.

My final decision

My final decision is I uphold this complaint in part. HSBC UK Bank Plc must pay Ms C £150 within 28 days of her acceptance of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 4 September 2025.

James Akehurst
Ombudsman