

## **The complaint**

Mr H complains that HSBC UK Bank Plc cancelled his credit card without any notice.

## **What happened**

In August 2024, Mr H complained to HSBC as he'd received a replacement credit card in the post that was of a different account type to the card he presently held. Mr H wasn't happy about this as it would mean that he would need to register the new card for all of his existing recurring card transactions.

HSBC explained to Mr H that they were no longer offering the account type that Mr H had held previously and that all holders of such cards, including Mr H, had been migrated over to a new credit account. HSBC also explained that the terms of the account remained the same, and all that would change would be the card type. Mr H wasn't satisfied with HSBC's response and felt that their actions amounted to a cancellation of his account without notice. So, he referred his complaint to this service.

One of our investigators looked at this complaint. They felt that HSBC were reasonably entitled to simplify their product line as they had done and didn't feel that HSBC had treated Mr H unfairly. Mr H didn't agree, so the matter was escalated to an ombudsman for a final decision.

## **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.

Mr H has said that he feels HSBC have acted unlawfully and haven't adhered to industry regulation. However, this service isn't a regulatory body or a Court of Law and doesn't operate as such. This means that I'm unable to issue a decision as to whether HSBC have or have not acted legally and in accordance with regulation, because I have neither the remit nor the authority to make such a decision

Instead, this service is an informal, impartial dispute resolution service, with a remit focussed on fairness of outcome. As an impartial party, we do not champion the cause of the consumer or the business but seek to assess whether what's happened is fair or not. Accordingly, while I have taken the relevant law and regulation into account here, I've done so with the remit of this service in mind, and I've ultimately decided this complaint on what I feel is fair.

I also note that Mr H has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr H for these submissions, and I hope that he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mr H notes that I haven't addressed a specific point he's raised, it

shouldn't be taken from this that I haven't considered that point. I can confirm that I've read and considered all the submissions provided by both Mr H and HSBC. Accordingly, I can confirm that if Mr H notes that I haven't responded to a specific point he's raised, I have considered that point but I either don't feel that it falls within the scope of what I can consider here, or I don't feel it necessary to address that point directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

HSBC have said that they've looked to simplify their product line. They've explained that they haven't offered the account Mr H held to new customers for several years, and made the decision to migrate existing account holders, such as Mr H, to a new product type. Additionally, HSBC say that they sent a notice-of-change to Mr H regarding this, via email, and have provided screenshots to this service which appear to show that Mr H received and opened that email.

HSBC also note that they haven't changed the terms of the credit account in any way, and that the only change that was made was that Mr H had a new type of credit card, with his existing account being migrated to the new account type with no changes other than the physical credit card.

Conversely, Mr H has said that he didn't receive a notice-of-change email from HSBC, and he feels that HSBC have cancelled his account without notice which is unfair and which he feels effectively invalidates the terms of the account he held with them.

As discussed above, I'm unable to comment on any legal argument that Mr H might have that HSBC have effectively cancelled his account. But from a general fairness perspective, I don't feel that HSBC have treated Mr H unfairly in this regard.

I say this because I feel that HSBC are entitled to simplify their product range and because I find the screenshot they've provided of the notice-of-change email being received and opened by Mr H to be persuasive. Of course, that isn't to say that Mr H fully read that email, but I do feel that it is more likely than not that he did receive it and did open it. And if Mr H did receive the notice-of-change email and didn't fully read it, that wouldn't be something I would hold HSBC accountable for.

Furthermore, as I alluded to above, this service has a remit focussed on fairness of outcome. The outcome here was that Mr H had a credit account with the same terms as his previous account with the only difference being that he had a new credit card of a different card type.

I acknowledge that this would have been inconvenient for Mr H, given that he would have had to update any recurring card transactions he had in place, But I don't feel that it reasonably justifies Mr H's argument that his credit agreement with HSBC should effectively be considered as being invalidated. And I don't, for instance, feel that Mr H's assertion that he no longer had to pay any interest on the account after it was migrated to the new account type was fair or reasonable.

Ultimately, I don't feel that HSBC have acted unfairly by migrating Mr H to a new account type with no change to the terms and conditions of Mr H's account as they have. And I don't feel that Mr H's reaction to receiving a replacement credit card of a new card type, or the stance that he subsequently took with HSBC, was reasonable.

All of which means that I won't be upholding this complaint or instructing HSBC to take any form of action here, because I don't feel that HSBC have acted unfairly as Mr H contends. I realise this won't be the outcome Mr H was wanting, but I hope that he'll understand, given what I've explained, why I've made the final decision that I have.

**My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 October 2025.

Paul Cooper  
**Ombudsman**