

The complaint

Mr P and Mrs L are unhappy with the service received from the conveyancer involved in the remortgage of their buy to let property to HSBC UK Bank Plc. The conveyancer was appointed by HSBC, through a company that offers conveyancing panel management services.

What happened

Mr P and Mrs L instructed a mortgage broker to advise them on a remortgage of their buy to let property. The broker placed an application with HSBC and requested a mortgage of £222,000 including fees. HSBC issued a mortgage offer in December 2024 which set out the details of the contract.

On 17 December 2024 the conveyancing panel management company ("the company") wrote to Mr P and Mrs L to explain that it would manage the legal aspect of their remortgage with HSBC. This letter explained the company would appoint a conveyancer from its panel to do this, along with providing details of that law firm – who I will refer to as "the conveyancer". Under a section of that letter titled 'Fees' it explained the following:

'HSBC UK have agreed to pay the law firm's basic professional fees, typically worth around £200, for the standard legal work required in connection with your remortgage.

In certain circumstances the law firm will need to conduct non-standard work on your behalf. The cost of any applicable additional services will be confirmed to you by the law firm before work commences. The table below illustrates fees for some of the most common additional services and a full list is included within this pack.'

I can see from correspondence between Mr P and Mrs L and the conveyancer that Mr P and Mrs L wanted to complete the registration of a lease extension as part of this remortgage.

Unhappy with the service received Mr P and Mrs L raised a complaint. This was passed to the conveyancer and HSBC liaised with both sides to try to get matters resolved. As part of that HSBC paid £100 compensation as an apology for some communication issues.

Mr P and Mrs L remained unhappy and referred their complaint to our service. HSBC explained it wasn't responsible for the actions of the conveyancer and felt this wasn't a complaint we had the power to investigate.

Our Investigator explained to Mr P and Mrs L HSBC wasn't responsible for the actions of the conveyancer in terms of the lease extension as it was acting for Mr P and Mrs L for that, and so that part of the complaint wasn't something we had the power to investigate. She said we could look at the actions of the conveyancer when it was acting on behalf of HSBC and she said the remortgage completed on the intended day and £100 was fair compensation for the communication issues.

Mr P and Mrs L didn't accept our Investigator's findings, so the complaint was passed to me to decide.

I issued a decision about our jurisdiction earlier this month which explained 'My decision is that I don't have the power to consider a complaint about the service provided by the conveyancer in respect of the lease extension, because it isn't about an activity we cover, and it isn't ancillary to an activity we cover.'

I said I would consider the remainder of the complaint about HSBC in respect of the service it provided and provide a decision on that separately. That is what I am now doing with this decision, and this is the last stage of our process.

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.

As I explained in my decision about our jurisdiction, I don't have the power to consider a complaint about the service Mr P and Mrs L received in respect of their request to extend the term of their lease. All I can consider is the service provided by HSBC, and of the conveyancer when it was directly acting on behalf of HSBC.

HSBC has accepted there were some communication failings and has paid £100 compensation for that.

It seems there were issues with communication in respect of the conveyancer setting the completion date to ensure Mr P and Mrs L didn't incur an early repayment charge on their existing mortgage, but also that they didn't move onto the reversionary variable rate at a higher interest rate. I can see that Mr P and Mrs L had some back and forth on that, but I can also see that they completed on the correct date so they achieved their aims in that respect.

I don't think HSBC, or the conveyancer when acting on behalf of HSBC, caused any delays here and, having considered everything very carefully I'm satisfied the £100 already paid by HSBC is fair compensation for the communication failings.

My final decision

My decision is that I don't uphold this complaint as I'm satisfied HSBC UK Bank Plc has already paid fair compensation to resolve it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs L to accept or reject my decision before 9 September 2025.

Julia Meadows

Ombudsman