

The complaint

Mr C complains that the reason he didn't get a lower rate when he remortgaged with HSBC UK Bank Plc, was because of some very specific, and quite wrong, information he was given in a branch of HSBC about how to carry out that remortgage.

What happened

Mr C said his existing fixed interest mortgage deal ended at the end of June 2025. He said he was in an HSBC branch in April 2025, and a member of staff there had told him how to reserve a new rate for his mortgage. Mr C said he was told to go online straight away, and lock in the best deal because then the rate would be reserved until his current deal finished. Mr C said the agent was clear that he could wait to accept, and if a cheaper rate appeared he could switch. Importantly, Mr C said that the agent warned him not to click the final accept button too early, because that would prevent him switching to a lower rate if one appeared.

Mr C then rang HSBC, almost a month later. He said he'd understood that what was said on this call confirmed the advice he had previously been given.

Mr C said he received a mortgage offer from HSBC in mid-May, and he didn't accept it then. Mr C said that was in line with the advice he'd previously been given. Mr C accepts he did not read the documentation issued to him at the time. Mr C then tried to accept this offer over a month later, in late June. But it was no longer available, and Mr C had to take a higher rate.

Mr C said this all happened because of the wrong advice he was given in branch, and he thought HSBC should honour the offer it had made to him in mid-May.

HSBC said it hadn't given Mr C mortgage advice, when he went into the branch. It said all it had done then was to give Mr C the number of its mortgage advice line. HSBC said Mr C called it a few weeks later, on 14 May. HSBC accepted it had told him how to remortgage over the phone on 14 May, but it said the advice Mr C was given then, was right. HSBC said Mr C then secured a mortgage offer. The online screens and the offer documentation all said Mr C had until 30 May to accept that, or it would expire, but Mr C didn't accept the offer.

HSBC wouldn't honour the offer it had made in May.

Our investigator didn't think this complaint should be upheld. He said he couldn't be certain what was said in the branch. But he'd listened to the available call recording, and looked at the written information made available to Mr C during and after his online application.

Our investigator said that on Mr C's call, he was told there were three steps to the application process, which included, as step three, acceptance of his chosen product. The website reconfirmed this – step three again noted that Mr C was required to read his mortgage offer and if happy, he'd then need to accept and submit the application. The offer itself also said that Mr C would need to accept this before it expired.

The offer was valid until 30 May 2025. Mr C didn't read the offer, and he didn't accept it before it expired. Our investigator said he was satisfied HSBC had provided clear and transparent instructions on multiple occasions. So regardless of the branch conversation, our investigator was satisfied that HSBC did enough to rectify any mistake which may have been made at this time.

Mr C didn't agree. He said the advice he received at the very start of the process shaped all of his subsequent actions. And even setting that aside, he didn't think it was fair to place all the weight on a multi-page document, whilst, Mr C felt, we were ignoring the lack of warnings or countdowns to any upcoming expiry of the offer elsewhere in HSBC's communications to him. Mr C said HSBC's communications were supposed to be clear, fair and not misleading across the entire customer journey.

Mr C wanted his complaint to be considered by an ombudsman, so it was passed to me 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.

I've reached the same overall conclusion on this complaint as our investigator.

Mr C said that he had received advice in a branch about how to take out a remortgage with HSBC. Mr C said that advice had been to go through the process of applying for a rate, but not to click "accept" because that would prevent him switching to a new lower rate if that became available before his old rate expired.

HSBC allows its customers to cancel a rate which they have accepted, at any time before that rate actually starts. But when a customer has viewed a rate, and been issued with an offer which isn't then accepted, HSBC doesn't reserve that rate indefinitely for the customer. So if Mr C was told in branch not to accept any issued offer, then HSBC's agent got this very wrong. The agent would not only have failed to note that HSBC does allow customers to change rates before the new rate actually starts, but would also have failed to note that mortgage offers are time limited.

Instead, Mr C says the mistake the agent made, included a clear and express warning against doing the only thing that would have ensured he really had locked in the available rate. So this would be quite a surprising mistake for HSBC's agent to have made.

There is no independent evidence either way on what was said in branch. Mr C says he was given the above mortgage advice, HSBC says he was just given a phone number to contact, to discuss his mortgage. It is clear there was a misunderstanding, but I'm not able to say that it's most likely this was HSBC's fault.

We do have evidence, in the form of a call recording, of what Mr C was told after this. I've listened to the call Mr C had with HSBC on 14 May, which he said he had understood mirrored the advice he was given in a branch.

Mr C also said we'd hear, in this call, that he mentioned having previously been advised about his remortgage in a branch. I haven't been able to hear Mr C making reference to previous advice on this call. So I don't think this agent ought to have been aware that Mr C has been advised before, about how to remortgage online.

On that call, HSBC's agent described the available rates, explained to Mr C that rates for purchasers weren't available for a remortgage, and then went on to set out exactly how Mr C could set up a rate for himself now. He took Mr C, step by step, through how to accept a new rate. He told Mr C how to find the rates applicable to him. He explained to Mr C how to make sure the new rate would only start once his existing rate expired. Then he went on to cover the third step, accepting the rate. This is what he said -

"Step 3 of 3 is confirming. What you'll have done at that point was lock down the interest rates available today. They'll just sit there and wait until the 1st of July, and roll from one to the other. If we put our rates up in the interim yours won't go up because you've locked it down. If however they go down you'll be able to cancel it, get a refund of any fees, and then take a lower rate."

The agent repeated again on this call that Mr C could cancel a rate he had already accepted, at any time before his new rate took effect.

HSBC says the information Mr C got on this call was right. Mr C could change his rate any time before the rate took effect, but he could only ensure that the rate he could see in May would still be available to him by the end of June, if he did complete the third step and accept the offer.

I don't think what this agent said, and in particular the clear reference to what Mr C should do if rates subsequently dropped ("*...cancel it, get a refund of any fees...*") is consistent with what Mr C says he was told, in the branch, about making sure he stopped short of fully completing the online process.

It was after this that Mr C went online, and received a mortgage offer. HSBC has stressed that its online screens for the remortgage process, made clear the offer Mr C got was valid until 30 May. And I should note that the correspondence issued to Mr C after this was, in my view, clear both that Mr C needed to read the offer itself carefully, and that the offer needed to be accepted before its expiry date. These points are both made on the first page of the covering letter to Mr C's offer. The expiry date itself doesn't appear until the third page of the document, but it is the only sentence on that page which is in bold text.

Mr C says he was misadvised in the branch, and because of that, he didn't read the full details of the offer, but instead chose to rely on what he'd understood in the branch. I have explained I haven't been able to see it's most likely that any misunderstanding in branch was HSBC's fault. And it would, in any event, be difficult for me to conclude that it was fair and reasonable for Mr C to decide not to read a document which stresses at the start the importance of reading it in full.

Mr C has emphasized how important it is for HSBC to ensure its communications are clear, and he's mentioned a number of ways he feels HSBC could have been clearer about when the offer he received would expire. I recognise the arguments Mr C raises here, but I don't think HSBC has fallen short of providing clear explanations of how to reserve a new mortgage rate. Mr C himself says his view of how to proceed was unfortunately coloured by an earlier conversation. It is clear that must have been a misunderstanding, it's one that I haven't been able to say was HSBC's fault, and it is unfortunate that Mr C then only skimmed over the documentation which was sent to him after this.

I know that Mr C will be disappointed, but having considered the points he has made carefully, I don't think it would be fair and reasonable for me to require HSBC to honour the offer it made in late May, long after that offer has expired. I don't think this complaint should be upheld.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 15 December 2025.

Esther Absalom-Gough
Ombudsman