

## **The complaint**

Mr D is unhappy with HSBC UK Bank Plc because despite being a customer of HSBC it required him to carry out a safeguarding review.

## **What happened**

HSBC contacted Mr D in June 2025 to carry out some safeguarding checks on his account. HSBC says these were triggered by Mr D changing his address on the account to an overseas address.

HSBC sent various letters during this time as it hadn't had a response or contact from Mr D. Eventually HSBC said because it hadn't heard from Mr D it may have to limit the access to his account.

Mr D contacted HSBC to confirm he'd responded to HSBC's request by completing the necessary forms. HSBC said to complete the safeguarding review it needed to speak with Mr D on the phone, but Mr D said he was unable to do this due to his health condition.

Mr D complained to HSBC because he was being asked to contact HSBC by phone which he said he was unable to do due to his health condition at the time.

HSBC looked into the complaint. It said that the safeguarding review needed to be done with a member of the safeguarding team and whilst they'd looked for other ways to do this there wasn't a way they could override the situation. HSBC did agree to pay Mr D £75 for any inconvenience this may cause.

Mr D went back to HSBC regarding the compensation offer. HSBC said it wouldn't be able to increase the offer, and the safeguarding request had been made in line with its policies. But it did agree to stop the contact strategy and advised it may be helpful for Mr D to contact it when he felt well enough.

Mr D remained unhappy with the level of compensation and so referred the complaint to our service. Our Investigator considered the complaint but didn't uphold it. She said HSBC hadn't acted unreasonably and followed its internal policies. She also said as HSBC had allowed an exemption the compensation of £75 was fair.

Mr D disagreed and asked for an ombudsman to make a final decision, so the complaint has been 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.

I've looked at and reviewed all the points made. I'm going to focus on the key central points of the complaint in this decision.

I think the important place to start is with HSBC account terms and conditions. These state:

*“Your information – when we need it and what we do with it.*

*You must give us any information we reasonably ask for as soon as possible.*

*If you don’t....we’ll have to take action. For example, we might:*

- *Block or close your accounts.”*

I think that’s clear and does give HSBC options in terms of how it chooses to act depending upon customers responses when it asks questions. I think these terms are fairly standard amongst most banks and financial institutions, so I don’t think it’s unfair or unreasonable for HSBC to have these noted within their terms and conditions.

I take on board Mr D’s concerns – he’s explained the challenges he was having with his health at the time, and he’d tried his best to provide information that HSBC had asked for, so the repeated requests and potential limitation to his account would have had an impact on him.

But HSBC wasn’t acting outside of its policies and it’s not my role to make HSBC change its systems or processes – such as how or when fraud prevention or security checks are deemed necessary regarding accounts. These are commercial decisions and not something for me to get involved with. Nor can I say what procedures HSBC needs to have in place to meet its regulatory obligations. We offer an informal dispute resolution service, and we have no regulatory or disciplinary role.

HSBC said as Mr D changed his address from a UK address to an overseas address it triggered a review to ensure it held the most up to date and correct information for Mr D. HSBC suggest when conducting the review, it allows it to ensure the details were updated, including any tax residency. As part of the usual process, it normally requires that the customer speaks to a specialist team.

HSBC can apply the terms and conditions if customers don’t provide the information requested. However it was clear that it “might have to take action.” So, I don’t think it was insisting it would act further, more that it would have to review and consider the individual circumstances.

HSBC did this here and after conversations with Mr D it made an exception regarding the need for him to speak to the team. It also paid him a goodwill compensation payment of £75 for any inconvenience caused prior to letting Mr D know he didn’t need to call it.

All of this does make sense to me. I think it shows that in general HSBC asking for the information is fair and reasonable. I’ve not seen any evidence from Mr D to show me that HSBC was unfair or unreasonable in how it approached this situation. I accept that was how he felt, and I understand that, but this is something HSBC does with customers at some point and in line with its terms.

So, while Mr D may disagree with me and I appreciate he will be disappointed with my decision, I’m satisfied that the compensation HSBC has already paid fairly recognises the impact on Mr D in the overall circumstances of this complaint.

### **My final decision**

For the reasons mentioned above, I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr D to accept or

reject my decision before 6 January 2026.

Jag Dhuphar  
**Ombudsman**