

## **The complaint**

Ms H complains that HSBC UK Bank Plc lists her as 'Miss' on her account, rather than Ms. She also complains about the general service received while trying to resolve the issue, and has raised concerns about discrimination.

## **What happened**

Ms H holds a business account with HSBC and says she has never requested or approved the use of 'Miss'. Despite this, Ms H says HSBC's systems have continued to revert back to the incorrect title. She says this has caused her problems in her profession, including lost contracts, damage to her credibility and risks to her safety.

Ms H has said that HSBC has apologised each of the four times she has reported it, but the issue reoccurs. Further, Ms H reports HSBC requiring an extensive call with her each time she raises the issue, with its agents insisting she is attempting to change her business name. She says every card she receives from HSBC states 'Miss' instead of 'Ms' and requires a call from her to change it.

Ms H complained to HSBC. In its response, it said Ms H had been listed as Miss H for 'some time' and that it was very sorry for its error. It said its records had since been amended to address Ms H correctly, and that it had credited her business account with £50 to make up for its mistake.

Ms H brought the complaint to our service. She said the issue remained unresolved despite having raised it multiple times and on at least four occasions in the past year, with her title again reverting to 'Ms'.

Ms H explained the issue made her appear unprofessional and her business appear fraudulent. She said that if she were male, she would just be 'Mr' and no one would have to know her marital status. She asked why female banking customers were required to disclose different personal information than male customers. She added her belief that applying a gender-specific prefix could negatively affect how clients perceived her. She believed this put female customers at a disadvantage and, as a result, she felt HSBC was discriminating against a group.

In her submissions to our service, Ms H also provided several screenshots showing scam warnings upon entering the details of her account for payment, and that her banking app addressed her as 'Miss' on its interface.

Our Investigator looked into things. While he noted that Ms H needed to action some of the changes herself, he didn't think HSBC had done enough to help her and recommended it get in touch with Ms H to guide her through the required steps. Further, he didn't think the £50 it had offered sufficiently addressed the impact of the issue and recommended HSBC pay a further £150, bringing the total compensation to £200. He also considered Ms H's claim that HSBC had discriminated, but he didn't agree. He said he hadn't identified any bias and that HSBC offers customers a variety of titles to choose from.

Though HSBC accepted the Investigator's view, Ms H didn't agree. She said the issue had occurred over several years, with clients receiving fraud warnings when attempting to pay her. She said she had lost contracts as a result. Further, she disagreed with the Investigator's findings around discrimination, stating that male account holders were not required to use 'master', or to disclose their marital status. She said she had never used the title 'Miss' in her dealings with HSBC, and had changed all of her information to Ms. She provided a screenshot to show her online banking interface contained no use of the title 'Miss', despite the problem continuing, and said she had lost another contract because of the issue. She asked for clear findings on whether HSBC had breached regulatory rules or the Equality Act.

No agreement could be reached, and so the case was passed to me to decide. As Ms H had raised further concerns since the Investigator issued his view, I first issued my findings in a provisional decision. It said:

*'I should explain that my role here is to think about the individual circumstances of this complaint and whether HSBC did something wrong which caused Ms H to lose out as a result. If I think it did, 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 all of the evidence provided by Ms H and HSBC, but if there's something I've not mentioned, it isn't because I've ignored it – I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.'*

*The title on Ms H's accounts*

*Turning to Ms H's concerns around discrimination, our service is an informal alternative to the courts, and so I'm unable to make a finding on whether HSBC has discriminated against Ms H – directly or indirectly – in line with the Equality Act. But I can think about whether HSBC's actions have unfairly affected Ms H, and whether this is because of a protected characteristic, such as sex.*

*Ms H has voiced unhappiness that female customers are asked to choose a title which displays their marital status, and points out there is no such request placed on male customers. While I don't disagree with Ms H here, I also can't ignore that HSBC gives its customers the option of choosing the title they'd like on their accounts with HSBC as standard. In this case it's "Ms" – which doesn't necessarily imply a marital status. I accept this hasn't worked in the way it was supposed to for Ms H, but the issues she has experienced don't appear to be a product of any obvious unfairness from HSBC in relation to Ms H being female. Instead, I'm minded to say the issues have largely stemmed from a combination of system problems and individual error.*

*I don't consider it's unusual for a business to ask its customers to select the title they go by – and use the same on their accounts and in correspondence. In turn, I don't consider HSBC treated Ms H unfairly given she was given an option that doesn't disclose her marital status.*

*Following our Investigator's view, HSBC agreed to support Ms H in changing her title on her accounts – and I think this was a sensible approach. I'm pleased to see HSBC and Ms H have been in contact while this complaint has been with our service, and that Ms H is in possession of the instructions HSBC has given in regard to her title being accurately reflected on her online banking. However, HSBC was sent some of the recent screenshots Ms H provided, and responded to say the screenshots appeared to show that its instructions hadn't been followed properly.*

*I think it's clear that things haven't gone the way they were supposed to, or how Ms H and*

*HSBC intended for them to go. I say this because, as the Investigator notes, opportunities may have been missed by HSBC to identify and correct the issue – such as during a previous review where Ms H was referred to by both ‘Ms’ and ‘Miss’. But HSBC’s systems show Ms H’s account is now recorded internally in the way she has requested, and it has provided instructions to Ms H on the actions she needs to take for her online banking to reflect this. So while I don’t doubt that the circumstances of this complaint have caused distress and inconvenience to Ms H, I’m unable to fairly say this was all as a result of something HSBC got wrong.*

*Has HSBC caused Ms H financial loss?*

*Ms H complains that the issues she’s experienced with her title on her account caused her to lose a contract because the client was unable to make the necessary payment.*

*To better understand what had happened and how Ms H was impacted, I asked her to provide evidence of her losses. I also asked HSBC to explain how payments could be impacted by the issues Ms H complained about.*

*Despite my request for information, and HSBC asking our service to pass on some questions to Ms H to enable it to understand more about the circumstances of the contract she said she’d lost, we’ve not received the information we asked for. So, I’ve had to base my decision on the information we do have.*

*Ms H’s account has an old trading name attached to it on HSBC’s systems, and so I asked HSBC if this would have affected any payment into the account. HSBC confirmed it wouldn’t. It showed me details of a confirmation of payee check from March 2025. This included how Ms H’s account was listed on its systems. The screenshot showed the payer hadn’t included a prefix title, and that HSBC listed the account as belonging to a ‘Ms’. The check also noted that the payer input that the account they intended to pay was a ‘personal account’, but that Ms H’s account was a business account, indicating that this may have contributed to the problem.*

*Ms H hasn’t sent me the requested supporting evidence to demonstrate the full financial loss she claims. And while I understand her reservations around providing the information I’ve asked for, it remains that I can’t direct HSBC to compensate Ms H where I haven’t received evidence to persuade me the loss was experienced. In any case, I note the confirmation of payee details HSBC has shown me, and I’m inclined to agree that the discrepancy in name wouldn’t be enough to stop a payment, and that the difference in account type, as input by the payer, would have contributed to the issue. Because of this, I’m not persuaded it is more likely than not – which is the test I must apply – that HSBC was responsible for all of Ms H’s issues.*

*So while I’m aware this won’t be the answer Ms H wanted, with the information I currently have, I don’t think the impact of HSBC’s failings warrants more than £200. While I don’t doubt the whole experience has been incredibly frustrating for her, I haven’t been presented with evidence showing the full extent of the losses she’s claimed, or evidence which persuades me the problems Ms H has experienced were all of HSBC’s making.*

*As such, I’m planning on directing HSBC only to pay Ms H a total of £200 compensation for the distress and inconvenience it caused. If Ms H continues to experience problems with the title on her account, she may wish to speak with HSBC directly.’*

*HSBC acknowledged my provisional decision, but Ms H didn’t respond.*

### **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 see no reason to depart from the findings contained in my provisional decision. I say this as no new information or evidence has been offered by either party to affect the findings in my provisional decision.

### **My final decision**

My final decision is I uphold this complaint in part. HSBC UK Bank Plc must pay Ms H £200, less anything already paid in relation to the matters covered in this decision, within 28 days of Ms H's acceptance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 5 February 2026.

James Akehurst  
**Ombudsman**