

The complaint

Mr G complained about HSBC UK Bank Plc after it allowed the other joint account holder to convert their joint bank account into a sole account by removing their name from it without his knowledge or consent after he'd been told previously that he couldn't do that. He felt this amounted to unlawful sex-based discrimination.

What happened

Mr G referred the complaint to this service. One of our investigators considered the matter but didn't think HSBC had done anything wrong. Mr G disagreed, so his 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 considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

This includes listening to the call recordings provided. Having done so, I've come to the same conclusions as the investigator. I'll explain my reasons.

Mr G asked HSBC to explain how the other joint account holder could remove themselves without his consent. He said that when he asked to remove himself, HSBC told him he needed the joint account holder's consent. The crux of his complaint is that the only explanation for this is sex-based discrimination.

I've thought carefully about Mr G's strongly held conviction that HSBC discriminated against him. Our service is unable to make findings on whether or not something constitutes discrimination under the Equality Act 2010. This is because we are an informal alternative to the courts and only a judge can rule on whether the law has been broken. I have however taken into account the relevant law, including the Equality Act 2010, as well as regulatory requirements and best industry practice when deciding whether or not HSBC acted in a fair and reasonable way here.

I'm very sorry for how what happened made Mr G feel. But I've not seen or heard anything to suggest that HSBC treated Mr G unfairly or unreasonably.

HSBC's terms and conditions include the following:

'...If all of the account holders agree, we can convert an account from joint names to a sole name...However, if a joint account holder is the victim of financial abuse, we may remove them from a joint account without requiring other account holders to agree to this.'

It's my role to consider all of the circumstances in deciding what's fair and reasonable to resolve a complaint. So I have to consider both sides of a dispute. When Mr G first made his request to remove himself from the account, HSBC said that it needed the other account holder to agree to that – which was in line with these terms and was, in my view, a fair and accurate response to the question Mr G asked.

When HSBC received information from the other joint account holder, it was placed in a difficult position and had to decide how best to manage what was evidently a conflict between two of its customers. In response, HSBC chose to act in accordance with its terms by removing the joint account holder's name from the account. I think that was a fair response in these circumstances.

HSBC can't disclose what the other joint account holder told HSBC because that's confidential information which it isn't obliged to share. But I am satisfied that HSBC was reasonably entitled to rely on information provided by the joint account holder and it acted reasonably in the circumstances.

I wouldn't reasonably expect HSBC to seek to verify information by looking into what the parties may have said about each other in legal proceedings – or to infer that the lack of any reference to supporting evidence in those proceedings should've caused HSBC to doubt what the joint account holder had said. Court proceedings can involve compromises and strategic decisions which means they may not reflect the full facts.

So although I can appreciate why Mr G might have interpreted what happened as unlawful, differential treatment, I see it differently. I've seen nothing to suggest that he told HSBC he was a 'victim of financial abuse'. So it would've been correct to say that if he'd wanted to remove himself from the joint account, then he'd have needed the joint account holder's consent – as per the account terms.

Even if I were to agree with Mr G that HSBC should've allowed him to be removed from the joint account, I can't say he's worse off as a result of this not happening. He retained access to funds and was able to use or move the money in the account as he wished (which wouldn't have happened if he'd been taken off the account when he asked). He avoided liability for the other party's debts once they left the account. And Mr G told HSBC that he'd effectively got what he wanted anyway – the end of shared banking arrangements.

I appreciate this isn't the outcome Mr G hoped for. But after taking into account everything that Mr G and HSBC have told me, I find HSBC acted fairly and reasonably. So I can't uphold this complaint.

My final decision

For the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 19 January 2026.

Susan Webb
Ombudsman