

## The complaint

Mr H complains that HSBC UK Bank Plc sent him corporate action notifications by post rather than electronically which he says has led to a financial loss.

## What happened

In February 2025 Mr H complained to HSBC after he saw a contract note he didn't recognise on his account saying that some shares had been sold.

HSBC didn't uphold the complaint saying they sent him two letters about the corporate action and because no response was received the affected shares had been sold.

Remaining unhappy Mr H brought his complaint to our service where one of our Investigators looked into what happened. They thought HSBC followed the terms and conditions of the account when sending the corporate action notifications by post.

Mr H disagreed saying other communications were sent electronically and HSBC hadn't made reasonable endeavours to notify him of the corporate action.

Because an agreement couldn't be reached the matter has come to me for a 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.

Mr H has provided a lot of information about the complaint and it's clear how strongly he feels about what happened. I want to assure Mr H that I've read and considered everything that has been submitted even if I don't mention it all in detail. I've summarised some things which reflects the informal nature of our service.

It's clear what happened has affected Mr H financially as the shares were sold. Mr H says he didn't receive the two letters so was denied the opportunity of the other available options under the corporate action. Mr H feels HSBC didn't act fairly, reasonably, or consistently by sending him the corporate action by post rather than electronically.

I know Mr H thinks the corporate action notice should've been sent electronically and had this happened the situation with the shares would be different. And I can see why he feels post wasn't the appropriate method to use. However my role is to consider if HSBC made any errors by using post as the method of contact, and having thought about what happened, I don't think that's the case.

The terms and conditions of the account say ... *we'll try to inform you by post of any corporate actions*. So this allows HSBC to use post as the method of communication for corporate actions.

This is different to other types of notifications such as contract notes which HSBC say will be sent by *e-message*.

I can see why having different methods of communication for different notifications isn't what Mr H would prefer. This is especially the case as he selected to receive online notifications for service related correspondence. However a corporate action isn't the same as a contract note or other account service type situation, and the terms and conditions allow for post to be used.

Mr H doesn't think sending letters fulfils the obligation to make reasonable endeavours to contact him. However I'm not persuaded that's the case. HSBC can't be held responsible if letters go astray in the post, which is seemingly what happened here.

Looking at the information provided I'm satisfied the letters were sent by HSBC to the correct address and by doing so they have fulfilled their obligations to let Mr H know about the corporate action.

Having carefully considered everything that happened I'm satisfied HSBC acted fairly and reasonably when dealing with Mr H. I can see why he would've preferred to be notified of the corporate action electronically however I don't think any errors were made by using the post. So I won't be asking HSBC to take any further action.

### **My final decision**

For the reasons I've explained above, my decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 March 2026.

Warren Wilson  
**Ombudsman**