

The complaint

Mrs G complains that HSBC UK Bank Plc (HSBC) did not process a form she submitted to them requesting her removal from a joint bank account. As a result, Mrs G is financially liable for the associated debt and has suffered stress and inconvenience.

What happened

In January 2020, Mrs G took to an HSBC branch, a signed form entitled 'Convert a joint account to a sole account' to remove herself from two accounts she held with a joint party who I'll refer to as A. Mrs G left the branch under the impression the form would be processed by HSBC, removing her from the accounts.

In March 2023, Mrs G received correspondence to say the overdrawn balance on one of the accounts was still outstanding and required addressing. As Mrs G thought she had been removed from this account, she queried this with HSBC and was told that the removal request was never actioned, so she complained.

HSBC investigated the complaint, not upholding it. They explained that they could not locate any signed documents which would have allowed them to remove Mrs G from the accounts. Additionally, as the account was overdrawn, their process is that they could not remove Mrs G unless a financial assessment was made on A to determine whether they could solely maintain the overdrawn balance.

Unhappy with this outcome, Mrs G contacted a representative who complained to HSBC on her behalf. Also, Mrs G located paperwork which showed that she did visit the branch with the form and, that it was acknowledged by HSBC. HSBC responded but their position remained the same. They acknowledged the paperwork proof Mrs G had submitted, but said it was never added into their computer system as they did not receive all the documents and information they required.

Dissatisfied, Mrs G brought her complaint to our service.

Our investigator didn't recommend that the complaint be upheld as they found no errors on HSBC's part. They said there was no evidence that Mrs G had submitted the account conversion request and even if HSBC had received the form, they would not have been able to action it due to the overdrawn balance.

Mrs G supplied more information including the paperwork that showed she did visit the branch in 2020 and after our investigator looked at the complaint again with this information, they issued an amended view. They said they were persuaded that Mrs G visited the branch in 2020, and identified that HSBC made an error in that they failed to action her request. Our investigator thought that HSBC should pay Mrs G £300 compensation.

Mrs G and her representative submitted more information and argued that HSBC should still accept the signed form and the onus is on them to resolve this complaint. Our investigator

looked at all the information submitted, issuing a further view, concluding that HSBC had not done anything wrong. They explained that whilst the form was stamped by HSBC, it was not signed by both parties. And even if HSBC had processed it, they still would have had to carry out a financial assessment on A, and it's not guaranteed that HSBC would have permitted the removal of Mrs G.

Mrs G disagreed with this outcome and requested an ombudsman review her complaint.

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's fair and reasonable in the circumstances of this complaint. Having done so, and while I recognise this will come as a disappointment to Mrs G, I have decided not to uphold complaint for broadly the same reasons as the Investigator stated in their most recent view.

If I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. No discourtesy is intended by me in taking this approach.

I do believe that Mrs G visited the branch in January 2020 with the conversion form but even with all the evidence that has been submitted, I can't say for certain what was said or agreed at that visit. The facts remain that in terms of the form, the version bearing HSBC's stamp is not signed, and the version that is not stamped is signed, so I can understand the dispute over a valid signed version of the form.

One regrettable aspect of this complaint is the fact the visit in question occurred over four years ago, making things more challenging to recollect and evidence. This does bring me to a point that Mrs G's representative brought up which is that following her visit, they regard as a reasonable assumption that Mrs G could consider the account converted. I do believe that in view of the importance of the removal, and the fact Mrs G never received any confirmation that she had been removed from the account, it was advisable to make contact with HSBC at some point after her visit, to check her instructions had been followed.

I'm also aware of joint account related correspondence that was sent to Mrs G in the period from the visit, to her realising in 2023 that she was still party to the account. Specifically, I've seen two letters entitled 'statement of fees', one sent in 2020 and the other sent in 2021, both after Mrs G's visit to branch. Both letters are addressed to Mrs G and A, and relate to the account number of the account in question. Receipt of this correspondence could have provided an opportunity for Mrs G to contact HSBC to query why they were writing to both parties for an account she considered to be solely in A's name.

I know Mrs G feels very strongly that A had ample financial means at the time to take on the overdrawn balance but as has been stated, there is no guarantee a financial assessment of A would have been successful. And any assessment would have had to be agreed to by A, which I've not seen evidence of. I've also seen commentary by Mrs G and her representative that the overdrawn balance was mainly caused by A's spending rather than Mrs G's, therefore A should be liable for it. But as HSBC have stated, both parties to a joint account are liable for any debt.

One aspect I wanted to address was some information from a telephone call between Mrs G and our investigator in April 2024. In it, Mrs G says she picked up the form from the branch in January 2020 and the HSBC staff member wrote the account numbers on the form for her. Then Mrs G says she took the forms away to obtain A's signature, and make a second visit to the branch to submit them. It's not clear from the evidence on which visit did HSBC stamp the form so I can't say I'm persuaded sufficiently that the form was accepted by HSBC.

In conclusion, I do sympathise greatly with Mrs G's position and while she is likely to be unhappy with my decision, I can't find sufficient evidence to show HSBC made any errors. Therefore, I can't ask them to do anything further.

My final decision

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 5 June 2024.

Chris Blamires
Ombudsman