

The complaint

Miss C complains HSBC UK Bank Plc continue to call her and send text messages despite telling them she only wanted to correspond in writing.

What happened

The details of this complaint are well-known to both parties, so I won't repeat them here. The facts aren't in dispute, so I'll focus on giving the reasons for my decision.

I wanted to clarify that this decision is only addressing the communication issues with Miss C's personal account.

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 considered everything, I've reached the same conclusions as our Investigator, for these reasons:

- It's not disputed that Miss C asked for HSBC to only correspond with her by letter. Despite Miss C's request and HSBC agreeing to this, they continued to send Miss C text messages about her account. HSBC's May 2023 final response letter acknowledged their mistake and they paid Miss C £100 in recognition of the distress and inconvenience she experienced. They also explained they had updated their systems to ensure Miss C wouldn't receive further text messages. I agree it would have been frustrating for Miss C to receive texts after she'd asked not to, so I agree HSBC needed to take steps to put things right. However, Miss C doesn't think the £100 award sufficiently recognised the impact on her, so I've had to decide what I consider to be fair and reasonable in the circumstances.
- Miss C had previously written to HSBC setting out fees she would charge if HSBC continued to call her and send text messages. She said she expected to be paid £100,000 per text message sent to her and is unhappy HSBC's award isn't in line with her fees – particularly given she explained they were non-negotiable.
- Receiving the text messages would have been frustrating, and Miss C would have experienced some inconvenience having to remind HSBC she didn't want to be communicated with in this way. However, I've seen no evidence from Miss C that demonstrates how she calculated her £100,000 per text message fee. Text messages are a mode of communication that take minimal time to review. So, that is something I've had to place weight on when considering this complaint. And from the evidence I've seen, I can't agree the fees Miss C's requesting are fair or reasonable.
- Although HSBC's final response letter assured Miss C they had updated her communication preferences on their system, she received further text messages. After looking into this, HSBC realised a further part of their system hadn't been

properly updated. And their failure to notice this meant Miss C received a text message about her overdraft. HSBC has told our service this shouldn't have happened and offered an additional £50 to put things right.

- I don't deny Miss C has been frustrated by HSBC seemingly disregarding her reasonable request to be communicated with by letter only. And her frustrations would have been exacerbated by the same mistakes being repeated. However, I've not seen sufficient evidence to persuade that the distress and inconvenience Miss C experienced was so severe and prolonged it warrants a more substantial award. I consider HSBC's additional offer of £50 (bringing the total award to £150) fairly recognises the impact caused by their mistakes.

For the reasons above, I'm upholding Miss C's complaint – albeit, not as she'd hoped.

My final decision

My final decision is that I'm upholding Miss C's complaint about HSBC UK Bank Plc.

To put things right, HSBC UK Bank Plc should pay Miss C £50 in recognition of the distress and inconvenience she experienced as a result of their mistake.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 8 January 2024.

Sarrah Turay
Ombudsman