

## The complaint

Mrs V is unhappy that HSBC UK Bank Plc didn't send her a secure key when she first ordered one and with the service that she received surrounding this.

## What happened

Mrs V ordered a replacement secure key from HSBC and was told it would be with her within 10 days. But the replacement secure key didn't arrive within 10 days, and after a month had passed without the secure key being received, Mrs V called HSBC about it.

On that call, Mrs V wasn't happy with the security protocols HSBC's agents required her to pass before they would speak with her about the secure key. And after Mrs V had passed HSBC's security protocols and HSBC's agent had confirmed that no secure key had been ordered for her, the call disconnected.

Mrs V called HSBC again three days later, and again had issues passing HSBC's security protocols. Additionally, Mrs V was unhappy that HSBC's agent, having been told that English wasn't Mrs V's first language, asked what her first language was. So, she raised a complaint, although a secure key was successfully ordered for her during this call.

HSBC responded to Mrs V and apologised for not ordering the replacement secure key for her when they should have and for the call being disconnected when Mrs V first called them to chase it. And HSBC made a payment of £100 to Mrs V as compensation for any trouble or upset she may have experienced as a result. Mrs V wasn't satisfied with HSBC's response, and so she referred her complaint to this service.

One of our investigators looked at this complaint. But they felt that HSBC's response, including the apology and the payment of £100, already represented a fair resolution to what had happened. Mrs V remained dissatisfied, so the matter was escalated to an ombudsman for a final 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.

I issued a provisional decision on this complaint on 15 December 2023 as follows:

*HSBC don't dispute that they didn't order a replacement secure key when Mrs V first asked for one. And they've apologised to Mrs V for this and made a payment of £100 to Mrs V as compensation for any distress or inconvenience this may have caused.*

*Mrs V doesn't feel that the £100 compensation she's received takes fair account of the impact of HSBC mistakes on her and feels that a larger award of compensation should be merited here. Accordingly, I've reviewed this complaint and considered whether I feel that Mrs V's argument has merit.*

*When Mrs V asked for a new secure key, she was told that she would receive one within ten days. And I feel that it stands to reason that if Mrs V was significantly impacted by not having a replacement secure key that she would have contacted HSBC to chase the new key not long after the ten-day timeframe she'd been given expired. But Mrs V didn't contact HSBC about the non-receipt of the secure key until 30 days after she first requested it.*

*When Mrs V did call HSBC to chase the secure key, she was unhappy with the security procedures she was required to pass before HSBC would speak with her. This included that Mrs V was asked for her telephone password, which Mrs V didn't know. This meant Mrs V had to be passed to another agent who asked her some questions about her HSBC accounts to verify her identity to HSBC's satisfaction by that method.*

*I can appreciate that HSBC's processes were frustrating and inconvenient for Mrs V, but I don't feel they were unreasonable or unfair. Like all banks, HSBC have an obligation to protect their customer's money from potential fraud. And it's for HSBC to decide the nature of the processes that they have in place to meet this obligation. Because of this, I'm satisfied that any frustration and inconvenience Mrs V may have experienced in this regard was an unfortunately necessary consequence of HSBC implementing identity verification processes which they're fairly entitled to require their account holders to complete.*

*Mrs V is also unhappy that HSBC's agent wouldn't speak with her partner with her authorisation and insisted on speaking with her. However, having listened to the call, it's clear that HSBC's agent only refused to speak with Mrs V's partner while he was still attempting to guide Mrs V through the necessary security processes. And, once Mrs V had passed HSBC's security protocols and her identity had been verified, HSBC's agent did speak with Mrs V's partner at her request. And this seems reasonable to me.*

*Once Mrs V had passed security, HSBC's agent set up a new telephone password with her. But after doing this, and after it was recognised that a new secure key hadn't been ordered for Mrs V as she'd requested a month ago, the call disconnected. It's unclear why the call disconnected, but it doesn't appear to have been an error or a deliberate act by HSBC.*

*HSBC have explained that even though it had been recognised by their agent that a Mrs V's request for a new secure key hadn't been actioned, their processes didn't allow their agent to order a new secure key for Mrs V after the call disconnected. And this was because HSBC's agents can't order a new secure key without confirming details of the order – which wasn't possible because the call had disconnected.*

*While I can understand the spirit of HSBC's reasoning, it seems clear to me that the right thing for HSBC to have done here would have been to have called Mrs V back at the next available opportunity. And by not doing so, I feel that HSBC missed an opportunity to rectify the error of not ordering a secure key for Mrs V in the first instance and to have provided a level of corrective service to Mrs V of a standard she was reasonably entitled to expect.*

*However, I don't feel that HSBC's failure in this regard had a large impact. This is because Mrs V called HSBC back three days later, at which time a new secure key was ordered for her. And so, while HSBC did miss an opportunity to resolve matters sooner than they did, I feel that the impact of that missed opportunity was a delay of three days and Mrs V having to make a further call to HSBC.*

*Mrs V is also unhappy that, when it was explained to HSBC's agent that English wasn't her first language, the agent asked what her first language was. Mrs V has explained that she feels that HSBC's agent abused her based on her race. Having listened to the calls between Mrs V's and HSBC's agents, I've been unable to identify any instance other than this which Mrs V might be referring to. And while I appreciate that Mrs V may have not appreciated*

*being asked what her first language is, it seems clear to me that HSBC's agent asked this question to check whether there was anyone working at HSBC who also spoke that language so that Mrs V could communicate more easily and effectively.*

*Finally, Mrs V is unhappy that when HSBC sent passcodes to her mobile phone that these passcodes weren't received until after the calls with HSBC had ended. But I don't feel that the late receipt of the passcodes was the fault of HSBC. This is because HSBC have no direct control over mobile network speed or connectivity. Additionally, the non-receipt of the codes had no tangible impact on Mrs V, because HSBC were able to successfully guide her through alternative identify verification processes in both instances.*

*All of which means that I feel that HSBC have made two mistakes here. These are that they didn't order a replacement secure key for Mrs V when they first should have, and that they didn't call Mrs V back when first call she made to them advising of the non-receipt of the secure key was disconnected.*

*HSBC have paid £100 compensation to Mrs V. But as HSBC's response to Mrs V's complaint explains, this £100 was paid for their not ordering the secure key when they first should have done and wasn't at all in regard to their not calling Mrs V back when her call was disconnected – an error for which HSBC apologised but offered no redress.*

*But I don't feel that an apology alone takes sufficient account of the trouble and frustration that Mrs V not receiving a call back from HSBC caused her here. And I feel that by waiting for Mrs V to call them about the unresolved issue again, rather than proactively call her back, I feel that HSBC have caused Mrs V a degree of upset and inconvenience that she reasonably shouldn't have had to incur. And because of this, I'll be provisionally upholding this complaint in Mrs V's favour and instructing HSBC to pay a further £75 to her – which I feel more fairly resolves this aspect of Mrs V's complaint.*

*In arriving at this further compensation amount I've considered the impact of HSBC not calling Mrs V back, as well as the general framework which this service uses when assessing compensation amounts – details of which are on this services website.*

HSBC responded to my provisional decision and confirmed that they were happy to accept it. However, Mrs V raised several points in response to my provisional decision which she asked me to consider.

I've reviewed the points of contention that Mrs V has raised. But I don't feel that there is any new information presented by Mrs V in those points. Rather, I feel that Mrs V's points of contention are reiterations of her dissatisfaction at various aspects of her complaint, all of which I've addressed in my provisional decision letter. And in all instances, while I have considered what Mrs V has said in response to my provisional decision, I can confirm that my position on these points remains as stated in my provisional decision letter.

All of which means that my final decision here will be that I uphold this complaint in Mrs V's favour on the basis as described in my provisional decision letter. I realise this may not be the outcome Mrs V was wanting, but I hope she'll understand, given what I've explained, why I've made the final decision that I have.

### **Putting things right**

HSBC must make a payment of £75 to Mrs V.

**My final decision**

My final decision is that I uphold this complaint against HSBC UK Bank Plc on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V to accept or reject my decision before 1 February 2024.

Paul Cooper  
**Ombudsman**