

## **The complaint**

Mr J is unhappy that he couldn't use an electronic payment service with his HSBC UK Bank Plc debit card within his digital wallet.

## **What happened**

To summarise briefly: Mr J had previously added his HSBC debit card to his digital wallet on his mobile device. But when Mr J got a new mobile device and tried to register the same HSBC debit card to the new device's digital wallet, he encountered a problem which meant he couldn't register his HSBC debit card for a specific electronic payment service ("EPS") on his new mobile device. Mr J wasn't happy about this and contacted HSBC about it. And when a solution to the problem couldn't be found, he raised a complaint.

HSBC spoke with Mr J and asked him to allow 48 hours to see if the link to register the card for the EPS appeared on their Mobile Banking app, and to contact HSBC again if it didn't. Following this, Mr J continued to be unable to register for the EPS and contacted HSBC about it some time later. HSBC responded to Mr J's further correspondence and explained that they were unable to assist him in registering his HSBC debit card for the EPS. Mr J wasn't happy about this and asked HSBC to write off his personal loan balance as a result, which HSBC declined to do. So, Mr J referred his complaint to this service.

One of our adjudicators looked at this complaint. But they didn't feel it could reasonably be said that HSBC had done anything wrong or that they'd been the cause of the inconvenience Mr J had incurred, and they didn't feel that the level of inconvenience Mr J had experienced by not being able to register his debit card for the EPS would merit an award of compensation even if HSBC were deemed to be at fault. Mr J 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.

Having done so, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. This means that it isn't within my remit here to declare that HSBC have or haven't acted in a non-regulatory or unlawful way.

Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the circumstances and factors of a complaint into consideration.

I also note that Mr J has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr J for these submissions, and I hope he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in-line with this service's role as an informal dispute resolution service.

This means that if Mr J notes that I haven't addressed a specific point he's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both Mr J and HSBC. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

In their correspondence with this service, HSBC have explained that they were unable to find a reason why Mr J was unable to register his HSBC debit card for the EPS, and so don't feel that they were at fault for the issue Mr J experienced. And given that HSBC couldn't find a reason why Mr J was unable to register his debit card with the EPS, I don't feel that it's unreasonable that HSBC may have believed that the issue might lie elsewhere, such as with the EPS provider or with Mr J's new mobile device.

Mr J thinks differently, and notes that the issue was only resolved when he ordered a new HSBC debit card which he was able to register for the EPS within his digital wallet at the first attempt. And Mr J feels that the ease with which he was able to register the replacement debit card for the EPS means it must have been an issue with his prior debit card that caused the issue.

Both Mr J's and HSBC's positions seem logical to me here. But given that HSBC couldn't detect any systemic issues with Mr J's account that would have prevented him registering the original debit card for the EPS and considering the ease with which Mr J was able to register the replacement debit card, it seems reasonable to me that it may have been a problem with the original debit card itself that may have been the root cause of Mr J's issues.

That being said, given that Mr J was able to register the original debit card for the EPS on his previous mobile device – with the issue only occurring when Mr J obtained a new mobile device – I feel it's also possible that the issue may have stemmed from some form of incompatibility between Mr J's new mobile device and the original debit card.

Given that Mr J now has a new debit card, it's unlikely that the cause of the issue will ever be definitively determined. But whatever did happen, I don't feel that HSBC should fairly be instructed to pay Mr J any compensation here, and I feel that Mr J's request for HSBC to write off his personal loan balance because he wasn't able to register his original debit card for the EPS to be unreasonable.

In arriving at this position, I've considered that I don't feel that the root cause of what happened here can be reasonably established. And I've also considered that the original debit card retained its functionality other than being able to be registered with the EPS on Mr J's new mobile device. This means that Mr J was still able to use the original debit card to make payments both online and by contactless in person.

And so, even if I did feel it could be said that HSBC were at fault here, I don't feel that Mr J suffered anything that could reasonably be considered as being a major inconvenience. And I don't think that HSBC, if they were at fault, should be instructed to pay compensation for the relatively minor level of inconvenience Mr J can reasonably be said to have incurred.

Mr J may argue that he resolved this issue himself by ordering a new debit card. But given that HSBC hadn't been able to find any reason the debit card couldn't be registered for the EPS – and so may have reasonably felt the cause of the issue was elsewhere – I don't feel that there was an expectation for them to have replaced the debit card in the first instance, especially given that it remained functional in all other ways.

I realise this won't be the outcome Mr J was wanting, but it follows from the above that I don't feel that HSBC fairly need to take any further action here, and as such I won't be upholding this complaint. I trust Mr J will understand, given what I've explained, why I've made the final decision that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 1 August 2023.

Paul Cooper  
**Ombudsman**