

## The complaint

Mr D complains that due to failings on HSBC UK Bank Plc's part he incorrectly submitted a trade for 1,900 shares rather than £1,900.

Mr D also complains that when he tried to cancel the order using HSBC's secure messaging service it was not in use.

In order to put matters right, Mr D wants HSBC to put him back into the position he would have been in had the trade been for £1,900, not 1,900 shares. He also wants HSBC to compensate him for the worry and inconvenience this matter has caused him.

## What happened

Mr D has explained that he wanted to buy £1,900 of stock using HSBC's execution only dealing service. He says:

*Just as I clicked to confirm the order at the last second I noticed that the monetary amount of £1,900 I initially inputted had become 1,900 shares which I did not intend to buy or have the money to cover. I immediately clicked on the Customer Services link to contact HSBC to cancel my order. Having bought shares in the past, it does take time for shares orders to be transacted. The Customer Services link took me to a page with a number of contact options. At the top of the page it states 'We strongly recommend the secure messages facility....' which I did to cancel my share order. Later in the day I went back to check progress and noticed I had received a message through the secure messaging service stating it was no longer in use. I then immediately phoned HSBC who informed me it was now too late in the day to cancel the share order.*

Mr D complained to HSBC. It did not uphold his complaint. It said, in summary that it had provided Mr D with an indication of the trade confirming the amount of shares being purchased and an indication settlement amount. It noted Mr D placed the order having been provided with this trade information. In view of this, it said it was satisfied that the trade was valid.

In relation to Mr D's attempt to cancel the trade using its secure messaging service, it said that even if the service had been in use it has '*never taken cancellation instructions via this channel*'. It referred to the Terms and Conditions for Mr D's share dealing account that set out that it only accepts cancellation instructions via its Contact Centre and that a cancellation instruction would be processed on a best endeavours basis.

Mr D was not satisfied with HSBC's response and referred his complaint to this service.

Having considered Mr D's complaint our investigator said she didn't think the complaint should be upheld. She noted that Mr D had placed the order having been provided with the trade information setting out the number of shares and an indication of the settlement amount. She also noted that, even if the secure messaging service had been available, Mr D would not have been able to cancel the trade using the service.

Mr D did not accept our investigator's view and asked for his complaint to be determined by an ombudsman.

He reiterated that he felt the error had occurred because HSBC's trading platform was unclear. He also reiterated that he had been prompted to use the instant messaging service by HSBC's website when he tried to cancel the trade, despite the service not being available. Mr D also disputed our investigator's comment that the execution of a trade is usually instant. Mr D said this was:

*...not based on fact. HSBC have never said this at any point and given that there is a process within the T&Cs to cancel it would appear that this isn't the case...*

### **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 am sympathetic to Mr D's position but having carefully considered this complaint I don't think it should be upheld. I'll explain why.

Mr D says that the 'quantity field' on HSBC's dealing platform '*... does not specified whether the type of unit that should be inserted nor is there an example, ...It is normal for lay persons to buy shares as monetary amounts e.g. £500 worth of X company shares rather than number of shares.*'

I appreciate Mr D's position, but I must take into account that the screen shots Mr D and HSBC have provided say 'enter quantity'. I appreciate that Mr D feels this was unclear, but I don't agree that '*enter quantity*' could reasonably be taken to mean the amount in monetary terms. I think if the field referred to a monetary amount it would have used '*enter amount*', or similar. I also note that in the field below the 'enter quantity' field was an option to 'Enter a limit price (per share)'.

Mr D says he thinks it is '*...normal for lay persons to buy shares as monetary amounts*'. I don't agree with Mr D's view. I think the decision to either purchase a set amount of shares, or invest a particular amount is a matter of personal preference. In my experience it is not unusual for consumers to place an order for a specific number of shares (often a round number).

I must also take into account that, as Mr D has acknowledged, '*... the final preview of the order shows the number of shares that are being purchased*' and gave an indication settlement amount for the trade. Mr D accepts that he '*... should had paid more attention to this in hindsight*'. It is very unfortunate that Mr D did not check the details were correct before he placed the trade. It is not in dispute that this was a genuine error on his part.

However, in order to uphold Mr D's complaint, I would need to be satisfied that HSBC had acted incorrectly or treated Mr D unfairly. I appreciate that Mr D feels HSBC's dealing platform did not make it sufficiently clear that '*enter quantity*' referred to the number of shares or units. But as I have set out above, I think it was sufficiently clear.

In addition, as Mr D has acknowledged, the order preview clearly set out the details of the trade including the number of shares to be purchased and an indication of the settlement amount.

Mr D says that as soon as he realised his error, he immediately tried to cancel this order using HSBC's messaging service. I appreciate it must have been very frustrating when Mr D

subsequently received a message to say that the service was no longer available. Mr D then called HSBC and says he was told it was too late to cancel the trade. Mr D has explained that he thinks '*...had I not been incorrectly directed to use the messaging service that was no longer in use and was directed to call instead, my order could have been cancelled in time*'.

I appreciate Mr D's position, but I can't reasonably agree that it would have been possible for him to cancel the trade even if the messaging service had been available. As the Terms and Conditions for the HSBC share dealing service set out:

***Can I amend or cancel an order?***

*You're unable to amend or cancel an order once it has been executed in the market. However, you may be able to prior to execution. Examples would be where you've placed your order outside of Trading Hours, and the order hasn't yet been placed in the market, or if your order hasn't met the limit price set.*

*To contact us, please use the contact details on page 3 to call us.*

*We'll not be liable for any loss if an order cannot be cancelled at your request.*

I asked HSBC when Mr D placed the trade and when it was executed. It said Mr D placed the purchase order at 15:07:39 on 14 March 2023, on its website and the order was executed at 15:07:40 – one second after the order was placed. In view of this, I can't reasonably find that, regardless of the method Mr D used to try to cancel the order it would have been possible for him to do so as it was executed immediately.

I must also take into account that the HSBC share dealing service Mr D was using is an execution only service and it was Mr D's responsibility to check that any orders he placed were correct before proceeding.

I do understand that this is not the decision that Mr D was hoping for, but having carefully considered this complaint I cannot reasonably find that HSBC has acted incorrectly or treated Mr D unfairly in this matter.

**My final decision**

My decision is that, for the reasons I have set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 27 February 2024.

Suzannah Stuart  
**Ombudsman**