

## The complaint

Mr M is unhappy how HSBC UK Bank Plc trading as first direct communicated with him when he asked for help to recover money following a purchase made on his credit card.

## What happened

In early May 2022 Mr M purchased two tickets for a sporting event. Each ticket was priced individually at £85.45, and he bought them both direct from the ticket supplier, who I'll refer to as U, using his first direct credit card. The event was scheduled for later in the month.

Having attended the event, Mr M was unhappy with the arrangements and facilities. He tried to speak to U about this, but this wasn't successful. So, he approached first direct at the end of August 2022 to see if they could help.

first direct explained to Mr M that he couldn't make a claim under Section 75 (s75) of the Consumer Credit Act 1974 as the individual price of the tickets didn't meet the financial threshold for a s75 claim to be considered. They explained to Mr M that they also felt that a chargeback claim would prove to be unsuccessful as it didn't seem as though he hadn't received the goods he'd paid for – but they did offer to send him the relevant forms to allow him to explain the situation. first direct agreed to raise a chargeback claim for him once they'd received the dispute form and evidence back. Whilst this process was going on, Mr M complained about the service he'd received from first direct.

They responded shortly after. They reiterated that a s75 claim couldn't be considered, and a chargeback claim would be raised for Mr M as soon as he'd returned the relevant paperwork. The form had to be re-sent a week later as Mr M hadn't received it.

There was no further communication between Mr M and first direct until mid-November 2022. Mr M emailed first direct to say that he thought he'd sent them the dispute form in September 2022, but he'd just realised he hadn't. He included the form with his email. He didn't hear anything for a week or so and emailed first direct again. At that point, first direct responded to say that the form had been returned outside of the time limits explained in the relevant chargeback scheme rules and they were unable to take it any further.

Mr M wasn't happy with this, or the tone of the communication from first direct. He said he was disappointed that he'd had to message twice before he got a response, and he felt the response was curt. first direct didn't agree with Mr M. They said that the initial email wasn't responded to immediately as the case handler was seeking some advice, and they didn't think the communication after that was curt. first direct said it was brief, but it was factual, and they had come to the end of the complaint journey with Mr M.

Mr M remained unhappy and brought his complaint to our service. Our investigator explained that she felt first direct had acted reasonably by explaining why Mr M didn't have a valid s75 claim. She also said that the dispute form had been received by first direct outside of the time limits to allow them to raise a chargeback claim and accepted that they had acted fairly by not raising it. However, our investigator felt that first direct could have responded to Mr M sooner in November 2022 and they could have expressed more empathy in their response.

Because of that, she recognised it had caused Mr M some distress and asked first direct to pay him £100 to reflect that.

first direct didn't agree to this. They said they didn't think they'd dealt with Mr M's requests incorrectly and didn't feel that compensation was warranted as a result.

As first direct didn't agree, it's been passed to me to decide.

### **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 agree with first direct's comments in relation to the s75 and chargeback claim. And it seems, from what I've been provided with, that Mr M accepts those explanations too. I'm aware that Mr M did have concerns that first direct was seeking to discourage him from bringing his complaint to us, but he is dealing with that issue by a different means. So, I won't go over those points again within this decision. The only thing I must decide is whether an award of compensation should be made to Mr M. And in this case, I think it should be.

When Mr M first spoke with first direct at the end of August 2022, he received a final response letter to his complaint the following day. Similarly, when he emailed again on 8 September 2022 to explain he couldn't print the dispute form, he received an email from first direct the following day explaining that another form would be sent out in the post to him.

Because of this, I think it's understandable why Mr M was surprised to have to get in touch with first direct twice in November 2022 due to a lack of response from them. And I can understand why, when he did receive a response from first direct, he felt it was 'curt'. While I don't necessarily agree with that description of first direct's response, I do think it could have been more empathetic to Mr M and his situation. It was clear from his initial conversation in August 2022 that he'd found his experience at the event extremely challenging. I appreciate that wasn't the fault of first direct but, even though they weren't able to help him in November 2022 for the reasons they'd explained, I do think they could have acknowledged Mr M's distress in a more considerate way.

Mr M has clearly been caused some distress by the delay first direct caused. I appreciate their comments to explain why the delay in November 2022 occurred and that they responded 11 days after receiving Mr M's email and completed dispute form, but I do think an award of compensation should be made to reflect the impact the delay had on Mr M.

So, my decision is that first direct should pay Mr M £100.

### **My final decision**

For the reasons above, I uphold this complaint. HSBC UK Bank Plc trading as first direct must:

- Pay Mr M £100 compensation for the delay in responding to him in November 2022.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 April 2023.

Kevin Parmenter  
**Ombudsman**