

The complaint

Mr T complains that HSBC UK Bank Plc trading as first direct refused to deal with his complaint through Resolver, so has failed to treat him fairly as a vulnerable person.

What happened

Mr T had some problems with some transactions on his accounts with first direct. He made his complaint using Resolver which provides an online service which allows consumers to make and manage complaints using its website or app.

first direct advised that it would correspond through Mr T's personal e-mail address which it had on file rather than a through a third party like Resolver.

Mr T was not happy with this as he felt that as a registered vulnerable adult with protected characteristics, he considered the decision to be unfair and unreasonable.

On referral to the Financial Ombudsman Service, our Investigator was unable to conclude that first direct had done something wrong by choosing to communicate via the email it held on file for Mr T.

Mr T did not agree and asked for a review that examines fully UK Laws or FCA Guidelines relating to his status as a vulnerable adult and academically or legally makes reference to reading sources. He also asked that we consider the application of the Consumer Duty to his case.

The matter has been passed to me for an Ombudsman's consideration.

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 have to advise Mr T that we act as an alternative dispute resolution service. Our role is to consider complaints informally and to try to resolve those complaints. I will take into account matters including law and regulations, and what I consider to have been good industry practice at the relevant time. But my overall remit is to consider what in my opinion is fair and reasonable in the circumstances of the complaint.

In line with the informal nature of this decision I do not consider it necessary to set out particular rules, laws and guidance that may or may not apply to this case. I should say also that I won't take into account the Consumer Duty as that only applies to matters which arose after 31 July 2023. Mr T's complaint was first made in March 2023.

Because Mr T wanted first direct only to communicate with him through Resolver, he hasn't specified what particular complaints he has about his transactions on his account

Mr T refers to protected characteristics which are set out in the Equality Act 2010 (EA). In his case I understand that he has certain physical and mental health problems. So far as

communicating with him is concerned that means he has difficulty communicating by telephone and requires correspondence by e-mail.

Mr T's particular complaint is that first direct won't communicate with him through Resolver. first direct has explained that it doesn't deal with complaints through third parties like Resolver but will communicate with Mr T directly through his e-mail address which it has registered on its system. It has a security issue with communicating through an e-mail address not so registered. Whilst I can understand that Mr T would like the matter to be dealt with through Resolver I can't ask first direct to change its business practices and processes. In particular I can't see that its decision to deal directly with Mr T affects the way it deals with him because of his vulnerability.

Mr T says he feels first direct has discriminated against him given the problem he's experienced. I understand why he feels this way but having looked at all the evidence I don't think first direct has done so. Nor do I think it has acted unfairly or unreasonably. I hope that it helps Mr T to know that someone impartial and independent has looked into his concerns.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 22 February 2024.

Ray Lawley
Ombudsman