

The complaint

Mr D has complained about HSBC UK Bank Plc trading as first direct ("First Direct") process to change his title.

What happened

Mr D contacted First Direct as he wanted to change the title it had recorded for him. Mr D was told that he either needs to provide the original certificate (that awarded him the title) or a certified copy of the certificate.

Unhappy with this Mr D complained to First Direct. First Direct issued its final response to the complaint on 15 January 2024 and did not uphold Mr D's complaint.

Unhappy with First Direct's response, Mr D referred his complaint to this service. One of our investigator's assessed the complaint. They concluded that it is beyond the remit of this service to dictate to a business what processes it should have in place and that they were satisfied that First Direct had correctly complied with its internal procedures on this matter. They did however think that First Direct could've handled some of the phone calls with Mr D better and so awarded Mr D £50 for the distress and inconvenience this caused.

First Direct accepted the investigator's assessment, but Mr D did not. Therefore, the matter was referred for an ombudsman's 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 reviewed everything, I agree with the conclusions that the investigator reached for broadly the same reasons.

In terms of First Direct's policy regarding a change of title, I understand that First Direct has asked to see the original certificate awarding the title to Mr D, or alternatively, a certified copy. But when Mr D returned the forms, he only included an uncertified scanned copy of the certificate.

So, it appears that Mr D didn't comply with First Direct's requirements, which in turn led to it not updating his title.

I can understand why Mr D questioned this, as on the face of it, it does seem that First Direct are nit picking somewhat, especially when Mr D said that other organisations have been happy to accept a scanned copy of his certificate. But, at the same time, I've no doubt that First Direct have good reasons for wanting to see the original or a certified copy of the certificate - for example to prevent doctored documents being submitted etc. And in the circumstances, I don't think that First Direct's policy that Mr D send either the original certificate or a certified copy is unreasonable.

During the phone calls Mr D had with First Direct he said it is '*extremely insulting*', '*extremely disrespectful*' and '*so wrong, on so many levels*' to ask for his certificate to be sent to First Direct. But I don't agree that it is. I think it's a reasonable request to make, providing that the certificate would be returned to him, and I've seen nothing to suggest that it wouldn't be. In my view this requirement is no different to asking for an original official document that may

need to be provided in other situations – such as a marriage certificate if a customer has got married or a death certificate if a customer has passed away.

I recognise that Mr D may be concerned about his original certificate being lost, damaged or not being returned to him. Indeed, I think it is a natural concern for anyone when sending original official documents to third parties, especially if there is a fee in having to apply for replacements if they're lost.

But I'm satisfied that there are reasonable ways for Mr D to reduce the chances of the certificate being lost in the post, for example by sending it via 'signed for', 'tracked' or 'special delivery'. I understand that there would be a cost for Mr D sending the certificate this way but ultimately it is Mr D's choice as to whether he feels the cost is worth his title being changed. Although I would like to add for the sake of completeness, if it was the case that First Direct lost the certificate or damaged it (and there is evidence to show it was in First Direct's care when that happened), in such situations I would be minded to say that First Direct should reimburse the costs to obtain a replacement.

So, if Mr D still wishes to change his title with First Direct, I am satisfied that First Direct has explained the steps that he will need to take, should he wish to do so. In my view, these requirements are not unreasonable. And although Mr D says that he has now put his certificate in a frame, I'm sure he can take it out of the frame, send it off to First Direct and then put it back in the frame, once it is returned to him.

Turning now to the telephone conversations Mr D had with First Direct, I note that the investigator said that they weren't all handled as well as they should've been and therefore recommended that First Direct pay Mr D £50 for the distress caused. And First Direct accepted the investigator's recommendation. Therefore, all that is left for me to consider is whether any further compensation is warranted. However, I don't think that it is.

I have listened to these calls and it's clear that the calls did become heated at times. Indeed, during one of the calls Mr D said he was furious and at times he was speaking with a raised voice not allowing the member of staff to speak. This resulting in the conversations breaking down at times.

The calls could've perhaps been better handled by First Direct at times. But equally I think that Mr D's strong feelings on the matter clearly made the calls very challenging for the staff members. I note that Mr D asked several times what was required to change his title. However, I'm satisfied that First Direct did make it clear that either the original certificate or a certified copy would suffice – Mr D was not happy with either of those options and so kept on asking for another option, or to speak to a manager, so that he could get his desired outcome. Therefore, I don't think a higher award than what the investigator recommended is warranted in this case.

Overall, I think that the £50 compensation that the investigator awarded, and that First Direct has agreed to pay, fairly reflects the distress caused to Mr D from the phone calls.

Putting things right

Based on how the matter was handled, I require First Direct to pay Mr D £50 for the distress and inconvenience caused by the handling of some of the phone calls.

My final decision

Because of the reasons given above I uphold this complaint in part and require HSBC UK Bank Plc trading as first direct, to do what I have outlined above to put matters right, in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 20 September 2024.

Thomas White
Ombudsman