

The complaint

Mr A complains HSBC UK Bank Plc t/a First Direct didn't assist him when he told them he wanted to continue receiving paper statements for his accounts.

What happened

First Direct made a commercial decision to switch all of their customers to online statements but gave individuals the choice to switch back to paper statements. They wrote to advise Mr A about this in November 2023 and said the change would take effect from January 2024.

Mr A contacted First Direct soon after receiving the notification as he wanted to continue to receive paper statements, explaining he had a disability, and this change would impact him. First Direct offered to refer Mr A to their Customer Care Team to further discuss his disability but Mr A didn't want to do this. First Direct said they were unable to switch Mr A's paper statements back on until January 2024 and so advised him to contact them again in two months' time, as specified in the letter, to get paper statements reinstated.

Mr A asked to raise a complaint but felt First Direct didn't allow him to do so as he was told on the phone that the outcome would remain the same. Unhappy with First Direct's response and believing their actions to be discriminatory, Mr A brought his complaint to our service.

I reviewed the complaint, gathered some additional information from First Direct and issued a provisional decision. I've reproduced the findings from my provisional decision below.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

My decision focuses on what I consider to be the key points of the complaint and what I consider to be a fair and reasonable outcome. I'd like to be clear that I'm not commenting on First Direct's decision to switch to paperless statements. This was a commercial decision taken by the bank and something that a lot of banks have chosen to do for a variety of reasons.

However, what I consider to be the key points of this case are the lack of support and customer service Mr A was provided with when he contacted First Direct to make sure he continued to receive his paper statements.

Mr A's request for paper statements to continue

In effect Mr A thinks the bank have failed in their duty to make reasonable adjustments for him in line with the requirements of the Equality Act 2010. I've taken the Equality Act 2010 into account when reviewing this complaint – given that it's relevant law – but I've ultimately considered this complaint based on what's fair and reasonable. If Mr A wants someone to decide if First Direct have breached the Equality Act 2010, then he'd need to go to Court.

I recognise First Direct offered to refer Mr A to their Customer Care Team. However, I'm satisfied he'd already articulated what extra support he required in this instance and the

bank made no suggestion that their Customer Care Team would be able to make the arrangements, or adjustments, that Mr A had requested.

First Direct have said they weren't able to action Mr A's request as their systems didn't allow them to opt customers back in to paper statements when he called. And having reviewed the telephone call, the advisor said to Mr A that they couldn't diarise these requests for every single customer. However, I don't think First Direct have considered Mr A's individual circumstances in this case and didn't look for alternatives or adjustments that they could have offered. In the circumstances, I think it would have been reasonable to add a note to his profile or speak to the Customer Care Team so that his request could be actioned after the systems allowed customers to be opted back in to paper statements and without the need for Mr A to do anything further.

I also think it's important to note that the email notifying Mr A of the change outlined that he could reach out for support if he needed it but ultimately when he did – he didn't receive any help. So, I can understand why Mr A was frustrated and disappointed with the support that First Direct provided when he got in touch.

I'm pleased to hear that Mr A was able to call up later in January 2024 to opt back in to paper statements and First Direct have confirmed that as a result Mr A did continue to receive his paper statements without a break. But ultimately, I think Mr A has been caused inconvenience and unnecessary stress because of First Direct not taking practical steps to help him earlier.

Other customer service issues

Mr A originally tried to raise his complaint via the chat function and after discussing the matter further with First Direct on the phone, he was unhappy he was told that he wouldn't get an answer to his complaint.

Having reviewed the call I'm satisfied that First Direct did agree they would log this as a complaint for Mr A. But I can appreciate Mr A's frustration that he was ultimately told that the answer would still be the same and that the only option was for him to contact First Direct in January 2024 to opt back in.

Mr A's call with First Direct was disconnected. I asked First Direct for their comments on why a call back wasn't made and they've said they believe the call had reached a natural conclusion. I disagree - as the matter was still being discussed and details such as providing Mr A with his complaint reference number and explaining the complaint process to him further could have been confirmed and reassured Mr A.

I note First Direct also didn't respond fully to Mr A's emails. They did explain to Mr A that they would work with our service once they heard from us. But if they were not going to respond to Mr A's further questions – I think it would have been fair to outline this to him.

Putting things right

Based on the above, I don't think that First Direct have adequately supported Mr A when he contacted them. Overall, I think it's fair to say that First Direct provided Mr A with poor customer service which caused him distress and inconvenience. In recognition of this, I'm currently minded to award Mr A £100 compensation by way of an apology.

Both parties accepted my provisional findings and made no further submissions.

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, and as neither party have sent any new evidence or arguments for me to consider, I see no reason to depart from the conclusions set out in my provisional decision.

Putting things right

First Direct should pay Mr A £100 compensation for any distress or inconvenience he's been caused.

My final decision

My final decision is that I uphold this complaint and I instruct HSBC UK Bank Plc trading as First Direct to settle the matter as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 21 October 2024.

Laura Davies
Ombudsman