

The complaint

Miss D complains that HSBC UK Bank Plc trading as first direct (“First Direct”) is unfairly holding her liable for transactions which she says she didn’t authorise.

What happened

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, Miss D has said that in June and July 2024 transactions collectively totalling over £20,000 were made from her First Direct account which she didn’t authorise. Miss D complained to First Direct but they didn’t agree about things. Miss D therefore referred her complaint about First Direct to us. As our Investigator couldn’t resolve the matter informally, the case has been passed to me for a 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 done so, I’ve decided to not uphold this complaint for materially the same reasons as our Investigator. If there’s something I’ve not mentioned, it isn’t because I’ve ignored it. I haven’t. I’m satisfied I don’t need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I understand Miss D’s position is that she didn’t authorise numerous transactions that left her First Direct account in June and July 2024. However, I’ve found the evidence provided by First Direct more persuasive. As our Investigator explained, the evidence doesn’t support Miss D’s version of events, and I see no reason to repeat here the reasons for this our Investigator already explained.

In response to the Investigator’s assessment, Miss D said there is no proof it was her logging in or making telephone calls. She has also said she didn’t have her phone or number since it was stolen and that it wasn’t her on the call(s) with First Direct. However, the information provided leads me to have significant doubts about the accuracy of Miss D’s submissions and recollections. I’ve listened to the calls and I’m persuaded that it most likely was Miss D on the relevant calls with First Direct. She told them on 29 June 2024 that she’d had her phone for eight months to a year; on 7 July 2024 she then told First Direct she lost her phone a month ago (and hadn’t recovered it). But all relevant calls with First Direct were on her original number. In response to a key question Miss D told First Direct that she couldn’t remember because she had memory difficulties. It was only later, after all of this had happened, and Miss D knew her fraud claim had been declined by First Direct, that she called First Direct to change her profile to a new number. And overall it’s clear to me here that First Direct has not acted unfairly is holding Miss D responsible for these transactions.

I understand Miss D has also argued that the disputed transactions were unusual and she suggested that First Direct should have prevented them from being made. But, like I’ve said, the information here leads me to have significant doubts about the accuracy of Miss D’s

submissions. I haven't seen anything that persuades me these disputed transactions were unauthorised or the result of a scam. So I couldn't fairly say here that First Direct ought to have any responsibility to have prevented or to refund them in circumstances like this.

I also haven't found anything else in this case that persuades me I could fairly say First Direct hasn't acted reasonably in its dealings with Miss D here.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 14 October 2025.

Neil Bridge
Ombudsman