

The complaint

Mr M has complained that HSBC UK Bank Plc trading as first direct (“First Direct”) continued to charge a monthly account fee on a disputed joint account, even after Mr M had asked for the account to be frozen.

Mr M has also complained that he asked First Direct to send him copies of his bank statements and he says he never received them.

What happened

On 12 September 2023, Mr M contacted First Direct to request that his joint account be frozen, due to him splitting up with the other account holder.

Since then, Mr M says he contacted First Direct a number of times, asking for account statements to be sent to him.

Later on, Mr M discovered that the monthly First Directory fee was still being taken from the joint account on a monthly basis.

Mr M complained to First Direct as he was unhappy with how it had handled the two issues. First Direct issued its final response to Mr M’s complaint on 10 December 2024, explaining that the fee continued to be charged because Mr M said that he didn’t want to remove the First Directory package during the call in September 2023. First Direct then issued another final response, this time on 6 March 2025, saying that when Mr M asked for the account statements to be sent to him, it sent them.

After Mr M referred his complaint to this service, one of our investigators assessed the complaint and she didn’t think that First Direct had acted unfairly or unreasonably.

As Mr M didn’t agree with the investigator’s assessment, 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 considered everything, I don’t uphold this complaint for broadly the same reasons that the investigator gave. I will explain why.

Mr M has complained that the First Directory account fees continued to be applied to his joint account, even though he’d asked for it to be frozen. So to understand what had happened, I have listened to the call recording of when Mr M first asked First Direct to freeze the account. I have also taken into consideration any other information that First Direct sent to Mr M about that matter.

Having listened to the phone call from September 2023, I note that it was confirmed with Mr M that Direct Debits would still be paid from the account, even when it was frozen. It was explained that if any changes to Direct Debits (such as cancelling a payment) needed to be made, then First Direct would need the consent of both account holders before any change could be made.

It was also explained to Mr M that the account included a First Directory package, which incurred a monthly fee. It was confirmed that all account holders are still covered by it, even when the account was frozen. The member of staff asked if Mr M wanted to cancel the First Directory package and explained that, as it was no longer on sale, if it is cancelled, it can't then be added on to another account. When the member of staff asked Mr M if he wanted to cancel the First Directory package (and confirmed it was £15 per month), Mr M said that he wanted to leave it running for the time being. Mr M said that once he moves out, he'll then arrange to cancel the payments.

So based on the above, I'm satisfied that Mr M was asked if he wanted to cancel the First Directory package on his account when he requested to freeze the account and he asked for it to continue running. So, in the circumstances I can't say that First Direct did anything wrong, or acted unfairly, in keeping the First Directory package on Mr M's account, as it was simply acting in accordance with Mr M's directions.

I appreciate that Mr M had intended to cancel this payment, once he moved out of his house, and he has said that, due to his ex-partner reneging on her agreement to buy him out of the property, he ended up staying in the property much longer than he originally intended. However, whilst that may be the case, I can't say that means First Direct did anything wrong because the First Directory payment continued to be taken from the account. First Direct had done what it was required to do to make Mr M aware that a monthly fee would continue to be taken from the account for the First Directory package. And First Direct had sent a letter to Mr M on the same day, confirming that, as per his instruction, the First Directory will continue as normal on the account. So I can't say that it has acted unfairly or unreasonably in the circumstances.

I appreciate, given what Mr M was going through, that he may've forgotten to cancel the First Directory package. And I accept that it may've been difficult for him to remember what payments were coming out of the account as his (and the other account holders') online banking access had been withdrawn. But I can't reasonably say that this means First Direct has actually done anything wrong here. Therefore, whilst I understand why Mr M has asked for the First Directory fees to be refunded back to him (or at least back to the joint account), I can't reasonably say that First Direct should do that, given that the fees continued to be applied to the account correctly, in accordance with Mr M's instructions.

In addition to the First Directory fees being applied to the account, Mr M has also complained that he asked for account statements to be sent to him, but says he didn't receive them.

To understand what had happened, the investigator asked First Direct to provide evidence that it had sent statements for the frozen account to Mr M, when he'd asked for them. From the internal audit trail screen prints, it shows that statements were specifically ordered on an ad hoc basis for Mr M's joint account on: 28 September 2023, 1 October 2023, 23 October 2023, 13 November 2023, 4 August 2024, 19 November 2024, 6 December 2024, 27 February 2025 and 2 May 2025.

Having listened to Mr M's complaint call, I note that he said he may've received a couple of the statements, but hadn't received them most times he'd asked for them. However, Mr M also said that he'd not received documents from court, despite them apparently being sent to him. I also note in an earlier call recording (from 23 October 2023 - when Mr M had asked for statements to be sent to him), he said his ex-partner still had keys to his address and he suspected that she may've taken statements sent to his address.

So, given Mr M's apparent difficulties in receiving post; and given First Direct's evidence that statements were being sent each time Mr M asked for them to be; and that it had the correct address recorded on file for Mr M; I think that it is more likely that the statements were sent to him when he requested them, but they were, for unknown reasons, not being received by

him. So, in such circumstances, I can't reasonably hold First Direct responsible for Mr M not receiving them.

As such, whilst I'm sorry to hear about the very difficult circumstances that Mr M has faced and I wish Mr M all the best going forwards, I can't say that First Direct has acted unfairly or unreasonably in this matter.

My final decision

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 17 September 2025.

Thomas White
Ombudsman