



## The complaint

Mr W complains that HSBC UK Bank Plc trading as first direct altered the application he made for a bank account with an overdraft.

## What happened

Mr W says he applied to open a bank account with an overdraft, but first direct opened an account without an overdraft.

Mr W asked first direct to send a copy of the application form to him. He considers first direct has altered the application and did not process it correctly. He says one of the pages of the application wasn't submitted at the time. He points out that he put down that he didn't have any previous surnames and that he applied for an overdraft, so the application HSBC has sent isn't the one he made.

First direct looked into Mr W's complaint but didn't uphold it. It said this was Mr W's application and he'd requested an account with no overdraft facility.

Mr W referred the complaint to this service. One of our Investigators looked in the matter. He said first direct automatically accepted Mr W's application when it was submitted, so there wasn't any opportunity for anyone to manually alter it. He said the bank's records show the overdraft part of the application was marked as no. He didn't agree that first direct had handled the application incorrectly.

Mr W responded to say there is an error with the online application form. He explained he'd downloaded the application form again and provided us with screenshots to show an application cannot proceed without a previous name being input. The Investigator said any errors with the previous name part of the form wouldn't have affected the overdraft part of the application. He didn't think first direct had done anything wrong by not giving Mr W an overdraft facility when he'd not applied for one.

Mr W didn't agree. He said there had been a "*catalogue of errors*" and unclear practices that had occurred throughout the complaint. Mr W felt there had been a "*cover up*" and that evidence had been made to fit. He disputed that these were his answers in the copy application form the bank had provided. He said the document had no connection to him or the application he'd made.

As no agreement could be reached, the complaint has been referred to me.

## 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'm aware that I've summarised this complaint in less detail than Mr W has provided. I've thought about everything that he's said. But if there's something that 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

everything that Mr W has said to be able to reach what I think is a fair outcome. Instead, I've focused on what I think the key issue is here which is whether Mr W applied for an overdraft facility or not.

Mr W has been very clear that he thinks first direct has altered his application and did not process it correctly. Where there is a dispute about what happened, I have to make my decision on the balance of probabilities. In other words, on what I consider is more likely than not to have happened based on the available evidence.

I've looked carefully at the application receipt provided by first direct, which shows all of the information that was entered into the online application form. In the section about whether an overdraft is required, the section is marked no. I accept first direct's position that there was no opportunity for anyone to have interfered with Mr W's application as it was automatically accepted right away. I think it's more likely than not that the information first direct has provided from its records is the information Mr W entered. I understand Mr W is upset about the situation. From his perspective, he wanted to apply for an overdraft so he would not have answered no to this question. But I haven't seen anything compelling to say that first direct has altered Mr W's application, so I am unable to uphold his complaint.

### **My final decision**

For the reasons given, my final decision is not to uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 24 October 2025.

Claire Marsh  
**Ombudsman**