

The complaint

Miss J complains HSBC UK Bank Plc trading as first direct hasn't made reasonable adjustments for her as a visually impaired customer.

What happened

Miss J has told us that she is visually impaired and that being able to speak on the phone is the most accessible way for her to communicate.

Miss J applied to open a current account with first direct on 12 October 2024 and decided to switch an existing account she had to first direct having been told that she could qualify for a £175 switch incentive. In order to qualify for the £175 switch incentive she had to meet certain criteria within 45 days of her account opening. In other words, by 14 December 2024.

Miss J called first direct on 24 December 2024 to check whether she could still qualify for the £175 switch incentive and was incorrectly told she could do so. She says she went ahead with the switch – and incurred support costs – based on what she had been told.

Miss J didn't receive the £175 switch incentive. She contacted first direct to find out why. First direct said that she wasn't eligible as she hadn't met the qualifying criteria within 45 days of her account opening. Miss J said that first direct should have made reasonable adjustments for her including doubling the amount of time she had in order to meet the switch incentive criteria. Had it done so, she said she would have qualified for the £175 switch incentive. So, she complained saying that first direct hadn't made reasonable adjustments for her. She also complained about being told she could still qualify when she called on 24 December 2024 and the fact that one of her accounts had been closed as a result of the switch.

First direct looked into Miss J's complaint and agreed that she'd been given incorrect information when she'd called on 24 December 2024. It offered Miss J £50 in compensation and £40 for the support costs she'd incurred. That was in addition to another £50 it had paid for inconvenience it accepted it had caused Miss J when it asked her to produce certified ID. Miss J was unhappy with first direct's response. She complained to our service.

Following our involvement, first direct offered to pay Miss J the £175 switch incentive in addition to the £90 it had already offered and paid. Miss J didn't accept first direct's offer saying that she wanted £6,000 in compensation as she'd been discriminated against and additional compensation to reflect the fact that she'd spent over £200 in support costs by then.

Our investigator looked into Miss J's complaint and didn't think first direct had acted fairly. They recommended first direct pay Miss J £750 in compensation in total plus £250 for support costs she'd incurred. First direct agreed to pay an additional £610 in compensation on top of the £140 it had already paid but didn't agree to pay more than the £40 it had already paid for support costs Miss J had incurred. First direct said that Miss J hadn't mentioned incurring an additional £210 for support costs. Miss J was very unhappy with first direct saying it wouldn't pay any more support costs. She said that this felt particularly

discriminatory. So she asked for her complaint to be referred to an ombudsman for a decision. Her complaint was, as a result, passed 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.

Last month I issued a detailed provisional decision in which I said I was minded to uphold this complaint and require first direct to pay Miss J an additional £650 in compensation on top of the amounts it has already paid in full and final settlement. In other words, I issued a provisional decision in which I reached a slightly different outcome to our investigator. I issued a provisional decision because my reasons for saying that I was minded to uphold this complaint were substantially different to the ones the parties have focussed on to date. I, therefore, wanted to give both parties an opportunity to comment on my reasoning. First direct accepted my provisional decision. Miss J didn't – we spoke on the phone.

In my provisional decision, I said that I'd listened to a large number of calls between Miss J and first direct. I said that some were excellent – and proved that Miss J could and should have been able to manage her account far more independently because she could “speak to a human rather than a robot” – and others were extremely poor – with agents asking Miss J to do things that they knew, or should have known, she couldn't do. More importantly, I said that I thought first direct should have recognised – given that Miss J was opening an account in order to keep “direct payments” she was receiving from her local council separate from her own money – that this wasn't an account in relation to which it should have been suggesting the £175 switch incentive. That's because, in my opinion, qualifying for the incentive wouldn't have been easy for Miss J given the purposes for which she was setting up the account and applying for a switch would compromise the original purpose behind setting up the account because it would lead to mixing of monies. I remain of that view. Both are reasons to uphold this complaint.

Putting things right

In my provisional decision, I said that I was minded to require first direct to pay Miss J £650 in compensation on top of the amounts it had already paid in full and final settlement. I remain of the view that that's fair. I don't agree that first direct should have to reimburse support costs that Miss J says she's incurred complaining to us.

My final decision

My final decision is that I uphold this complaint and require HSBC UK Bank Plc trading as first direct an additional £650 on top of the amounts it has already paid in full and final settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 18 December 2025.

Nicolas Atkinson
Ombudsman