

## **The complaint**

Mr P says HSBC UK Bank Plc, trading as first direct, should take into account that health conditions prevented him from qualifying for its account switching incentive.

## **What happened**

Mr P was required to make five debit card transactions within the first 45 days to receive first direct's £175 switching incentive. He says as a result of his health conditions, he was only able to make four. He says first direct should treat him fairly, show compassion and honour the promotion.

first direct says Mr P did not make the required number of transactions to meet the switch terms so it was right not to pay the incentive. Also, first direct explained Mr P had been given 60-days' notice of account closure by HSBC. As part of this, HSBC confirmed he should switch his account to a non-HSBC Group provider, so not first direct. Given this, he would not be eligible for any switch incentive transferring from HSBC to first direct. The switching incentive's terms are clear on this criteria. first direct accepts this was not picked up at the time Mr P applied for the account, but says Mr P was aware he should not transfer to first direct as they are part of the HSBC Group.

Mr P has made a separate complaint about first direct allowing the account to be opened. This decision looks solely at its refusal to pay the switching incentive.

Our investigator did not uphold Mr P's complaint. He explained that he had shared details of Mr P's medical conditions with first direct, but it declined to pay the incentive as a gesture of goodwill. He said he could not insist it did as Mr P had not met the terms of the incentive.

Mr P disagreed with this assessment and asked for an ombudsman's review. He said, in summary, first direct's decision breaches a number of regulatory requirements. It is also discriminatory given his vulnerabilities and disability.

## **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.

I have also taken into account the relevant law, regulatory rules and guidance, relevant codes of practice.

I am not upholding Mr P's complaint. I'll explain why.

The terms and conditions of the switching incentive made clear that five debit card payments needed to be made within the first 45 days of account opening. On his complaint form Mr P told us he was physically incapable of making the final payment. But I can see from his statements that he had been able to make four of the required five payments within the set timeframe – as well as four cash withdrawals. These were exempt from the incentive, but show he was capable of using his card on multiple dates within the qualifying period.

So, whilst I am sorry he has to deal with limiting health conditions, I am not persuaded he was incapacitated for those 45 days to the extent that first direct should honour the incentive despite him not meeting the qualifying criteria. Contrary to Mr P's argument, I find that for me to instruct it to waive the criteria would not marry with the principle of treating customers fairly, indeed it could be argued it would be to the contrary. HSBC was not aware of Mr P's vulnerabilities at the time, and there was nothing in his early account usage that ought to have led it to identify any vulnerabilities.

In terms of Mr P's claim of discrimination, it is for the Courts to determine if a business has acted unlawfully. Our role is to decide what's fair and reasonable in all the circumstances of each particular case.

So although it's for the Courts to say whether or not first direct has breached the Equality Act 2010, I'm required to take it into account, if it's relevant, amongst other things when deciding what is fair and reasonable in the circumstances of this complaint.

I did so as part of my review of this case. For the reasons I've set out above, from what I have seen I'm satisfied that first direct's decision not to pay Mr P the £175 was solely driven by the terms and conditions of the switching incentive.

I know this isn't the answer Mr P was hoping for, but I hope he can take some comfort from what I've said and the knowledge that an independent third-party has reviewed first direct's decision and found no failings.

### **My final decision**

I am not upholding Mr P's complaint..

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 15 May 2026.

Rebecca Connelley  
**Ombudsman**