

The complaint

Mr R is unhappy that HSBC UK Bank Plc trading as first direct (“first direct”) continue to provide balance updates to him without mentioning any pending authorisations or direct debits that are due to leave his account despite a note being placed on its system about this. Mr R is seeking increased compensation for this.

What happened

Mr R is severely visually impaired and registered blind. He has banked many years with first direct and when he calls first direct to get an updated account balance he relies on its staff to provide this taking into consideration any pending authorisations or direct debits that are due. Without this he risks his account going into overdraft or not leaving enough funds in his account to cover direct debits and other payments going out.

Mr R complained to first direct that on three occasions in October its staff provided him with incorrect account balances. First direct upheld his complaint and awarded him £150 compensation and awarded him a further £100 following Mr R bringing his complaint to this service.

First direct have confirmed notes have been placed on Mr R’s file to try and signpost its staff to Mr R’s need to be provided with balance updates incorporating payments that are due to go out, but say it can’t guarantee on occasion staff won’t read the note and to assist suggested that Mr R himself ask them to refer to the notes when requesting an account balance.

Mr R was dissatisfied with this, he doesn’t think he should have to do this and is seeking further compensation as he says once again, he received incorrect information regarding his balance in December.

One of our investigators looked at all of this but found that although first direct’s agent hadn’t initially checked Mr R’s notes before providing a balance, once Mr R clarified his needs, they were able to provide the balance he requested and so didn’t think Mr R was due any further compensation. Furthermore, they didn’t think it was unreasonable to expect Mr R to signpost agents to his notes on the system as this would mitigate any potential impact on Mr R.

Mr R disagreed, he thinks first direct staff should always read the notes without him having to tell them and has asked 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.

I hope that Mr R won’t take it as a discourtesy that I’ve condensed his complaint in the way that I have. Ours is an informal dispute resolution service, and I’ve concentrated on what I consider to be the crux of the complaint. Our rules allow me to do that. And the crux of Mr R’s complaint is first direct aren’t doing enough to ensure its staff read the notes on his file

before providing him with an account balance.

When a customer makes a business aware of a particular need I'd expect it to do what it reasonably can to meet that need. In this case Mr R's visual impairment means he's vulnerable and heavily reliant on first direct's staff to provide him with the updated account balance he needs to assist him with managing his finances. To accommodate this first direct have added appropriate notes to his record and signposted staff to this which I think is a reasonable step to take and without making significant changes to its IT systems, I can't see what more it could do to assist Mr R with this.

To ensure that Mr R's needs are met and to pre-empt any problems with the information he receives, it has been suggested that Mr R also asks first direct's agents to read the notes recorded about his needs when requesting an account balance. But Mr R believes he shouldn't have to tell first direct's staff to read the notes on its system every time he calls up for an account balance.

And in a perfect world I'd agree. But things don't always go smoothly and mistakes do happen. I don't think it would be fair for first direct to be repeatedly penalised for this when there is something Mr R can do also to ensure his needs are met. So on this basis I think what first direct have done for Mr R is reasonable to meet his needs and I don't think it has treated Mr R unfairly in asking him assist it in a small way to ensure this happens.

Furthermore, as Mr R was able to extract the correct information he needed regarding his account balance in December - although I appreciate it was at his direction - I don't consider he suffered any detriment and as such don't believe any further compensation is necessary or warranted.

So it follows I think first direct has done enough to support Mr R with his needs and I don't require it to do anymore.

My final decision

For the reasons I've explained I think what HSBC UK Bank Plc has already done to resolve Mr R's complaint is fair and I'm not going to ask it do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 8 April 2024.

Caroline Davies
Ombudsman