

The complaint

Mr B complains that HSBC UK Bank plc trading as first direct refused to accept written communication from him when he wanted to set up a cash withdrawal.

What happened

In August 2024 Mr B contacted first direct's online chat service, as he wanted to make a cash withdrawal to be collected from his local branch of HSBC. He was advised that he would be able to do this but that he needed to contact first direct over the phone first. Mr B had previously advised first direct that he was non-verbal so was unable to talk over the telephone. Mr B chose to visit the branch without setting up the withdrawal first. At the time he was advised that he didn't have the necessary id documents and required a key code which would have been given to him over the phone. Eventually it was agreed that he would collect the documents from home and he made the cash withdrawal on the same day.

Mr B alleges that he was discriminated against because first direct wouldn't agree to set up a cash withdrawal over its chat service. First direct explained that, for security reasons, when setting up a cash withdrawal it needed to ensure that he was the customer and it also needed to ask him why he wanted to make a withdrawal. It told him that he could use Relay UK (a service for hearing or speech impaired users) over the telephone, but I understand that he is unhappy with that suggestion.

On referral to the Financial Ombudsman, our Investigator said first direct had explained why Mr B's request to set up his cash withdrawal in writing couldn't be fulfilled. They also noted that Mr B had been able to withdraw the cash with the support of the branch staff.

Mr B didn't agree and said he received no assistance from the branch staff. And that he felt first direct had breached the Equality Act, by not responding to his request to set up the withdrawal in writing.

The matter has been passed to me for an Ombudsman's consideration.

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.

Mr B has complained that first direct has failed to make reasonable adjustments for him. In other words, has failed its duty to make reasonable adjustments under the Equality Act 2010 (the Act). I've taken the Act into account when deciding this complaint - as it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mr B wants a decision that first direct has breached the Act, then he'd need to go to Court.

Mr B will be aware that an Ombudsman at this service has previously made a decision that his needs have to be balanced with first direct's need to fulfil its obligations in relation to fraud prevention and security. And whilst every case is different, I think that it was fair and reasonable for first direct to have a procedure where any cash withdrawal over the ATM

daily limit, needs to be set up over the telephone. And that first direct offered the use of Relay UK. I don't think it reasonable to expect that the chat line should do this nor can it be done by email. I think it's reasonable for first direct to consider that either form of communication is secure enough.

And, due to the fact that scams are becoming all too common, if a customer is asking to take out a large sum in cash it is reasonable for the bank to know what this is for so that it can ensure the safety of the transaction.

Mr B's told first direct that he is non-verbal and that he doesn't wish to use the Relay UK service or compromise security through using a third party. I understand this. But first direct has advised that he has declined to engage with it regarding his additional needs. So its only option is to inform him of adjustments that can be made but which may not be suitable for his needs. This was also previously pointed out to him by my Ombudsman colleague in the previous decision I've referred to.

In respect of the branch staff assisting him, I understand that whilst he was there he was in contact with online chat and customer care. In respect of the latter I understand that he declined to give information about his need for the cash. And that it was agreed that he would return home to obtain the necessary ID documents. Following that, he was able to withdraw the cash.

So overall I think that first direct acted fairly and reasonably. Mr B can contact it concerning any additional needs and I would urge him to do so.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 1 April 2025.

Ray Lawley
Ombudsman