

The complaint

Mr B complains that HSBC UK Bank Plc trading as first direct (“first direct”) failed to follow his instructions to only correspond with him in the written form and that this amounts to discrimination under the Equality Act 2010.

What happened

Mr B held an account with first direct. At Mr B’s request a marker was placed on his account saying he only wanted written communication and that he didn’t want to be contacted by phone or email. Mr B didn’t provide an explanation for his request.

In March 2023 Mr B made a series of payments to another account. One of these payments got picked up by first direct as part of its fraud prevention processes and extra security checks were needed before the payment could be authorised. First direct called Mr B but couldn’t get hold of him so left a voicemail asking that he contact it urgently and providing a number to call. Mr B failed to get in touch, so the payment was returned.

Mr B complained to first direct that it hadn’t fulfilled the Equality Act 2010 because it had asked him to call it back.

First direct says it had to call Mr B to carry out its security checks for fraud prevention reasons and that it had asked Mr B to get in touch in order to find out why he needed written correspondence only. It says if it was able to understand his reasons for this request it may be able to suggest an alternative such as communicating through a third party.

Mr B was dissatisfied with this and brought his complaint to this service. Mr B wants an apology, a proposed resolution and compensation.

One of our adjudicators looked into Mr B’s concerns but didn’t think first direct had treated Mr B unfairly. They thought first direct’s actions in calling Mr B were necessary to carry out its security checks and that it was reasonable to ask Mr B for the reason why he requires written communication so it could look at alternative options for him.

Mr B disagreed and so the complaint was passed to an ombudsman for a final 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.

It might be helpful for me to say here that, as we are not the regulator, I cannot make a bank change its systems or processes – such as how and when it carries out its security checks and how it communicates with its customers. And while we take all relevant law and regulation into consideration, it is not our job to enforce the law. We offer an informal dispute resolution service and we have no regulatory or disciplinary role.

My role here is to look at the problems that Mr B has experienced and see if first direct has done anything wrong or treated Mr B unfairly. If it has, if possible, I'd seek to put Mr B back in the position he would've been in if the mistakes hadn't happened. And I may award compensation that I think is fair and reasonable.

Mr B complains that first direct discriminated against him and breached the Equality Act 2010 when it left a voicemail asking him to call it back when he'd previously asked to only be contacted in the written form.

So the question I have to ask is whether first direct did anything wrong in calling Mr B about a payment he wished to make and asking that he call back. And I don't think it did. I appreciate that Mr B had asked first direct to correspond with him in writing and I'd expect that first direct adhere to that when possible.

But Mr B's needs have to be balanced with first direct's need to fulfil its obligations in relation to fraud prevention and security. In this case given the contemporaneous nature to the security check on the transaction he wished to make, I don't think it is unreasonable that first direct wished to carry this out over the phone.

Though in saying that I would expect first direct to make reasonable adjustments to its processes where a customer has a particular need and where it can. And from what I've seen I think first direct is trying to do just that. It has recognised that Mr B has concerns around communicating over the phone and by asking about his reasons for this I think it is trying to understand his needs further so it can offer him appropriate alternatives. But Mr B so far has been unwilling to engage.

So I don't think first direct has treated Mr B unfairly and it follows that I don't uphold this complaint.

My final decision

For the reasons I've explained, I do not uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 20 December 2023.

Caroline Davies
Ombudsman