

The complaint

Mr M has complained that HSBC UK Bank Plc trading as first direct bank ("First Direct") refused to deal with him when he made a breakdown claim under the breakdown cover provided by his First Directory packaged account.

What happened

Mr M's vehicle broke down, so he called the breakdown provider to be recovered. Mr M says he waited two and half hours at the roadside. Eventually a breakdown van turned up, but he says they refused to help him as he had no ID on him.

Unhappy with the service he received, Mr M complained to First Direct. But as Mr M received no response to his complaint, he referred his complaint to the Financial Ombudsman Service.

After he'd referred his complaint to this service, First Direct issued its final response letter. It explained that the breakdown service provider is responsible for how claims are handled. First Direct did however pay Mr M £50 to apologise for how long he'd spent on the phone to First Direct and also because he'd been cut off after waiting all that time.

Unhappy with First Direct's response, Mr M asked that our service look into matters further.

One of our investigators assessed the complaint, and she too explained that the breakdown service provider, and not First Direct, is responsible for how Mr M's breakdown claim was handled. Because this complaint is against First Direct, the investigator was unable to uphold Mr M's complaint.

Mr M was unhappy with this, so the matter was referred 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.

We've explained our approach to complaints about packaged accounts on our website, and I've used that to help me decide this complaint. And having considered everything, I'm unable to uphold this complaint.

I'm sorry to hear about Mr M's circumstances, and I can see why he is frustrated given that he was left waiting at the side of the road for so long. I understand that when a recovery vehicle did eventually turn up, he was then left abandoned on the side of the road, as he was unable to show them any ID.

However, whilst I'm sorry to hear about this, as both First Direct and the investigator explained, the breakdown provider - not First Direct - is responsible for how claims are handled under the First Directory packaged account breakdown cover.

This is because the breakdown cover is provided by and administered by the breakdown provider. This means the breakdown provider is contractually responsible for ensuring that claims are dealt with in accordance with the terms and conditions of the policy.

The First Directory package account terms and conditions also explain that the breakdown provider, not First Direct, is responsible for complaints concerning a claim. Specifically, they say:

“6. Complaints Procedure

Sales and Service

*If **you** have any cause for dissatisfaction regarding the administration of First Directory or about the way in which the policy was sold, please give **First Direct** a call on...*

Breakdown Service

*The [breakdown provider] are committed to providing **you** with the highest standard of service and customer care. However, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected.*

*If **you** would like to complain about any aspect of the service the [breakdown provider] have provided to **you** under this policy please contact the [breakdown provider] as set out below.”*

As such, although I understand why Mr M believes that First Direct should be held responsible for how his claim was handled, this is not something I can reasonably hold First Direct responsible for. Therefore, if Mr M wishes to pursue this matter further, he would need to contact the breakdown provider about this. If Mr M needs any further information about this, he can find further details within the breakdown cover terms and conditions.

Finally, I note that Mr M says that he was on the phone to First Direct for a long period of time and was then cut off when he was trying to speak to someone about his situation. I appreciate that this would've been very frustrating for Mr M, especially if he was also not getting a response to his complaint from the breakdown provider either. Overall, I think that the £50 compensation First Direct paid for the delays Mr M experienced in speaking with someone and being cut off, is fair in the circumstances. So I don't think it needs to do anything further in relation to this aspect of the complaint.

My final decision

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 2 February 2024.

Thomas White
Ombudsman