

The complaint

Ms C complains that Lloyds Bank PLC has failed to make reasonable adjustments in how it communicates with her.

What happened

Ms C holds a credit card with Lloyds. In December 2021 she received an email asking her to make a payment to the account. Ms C had previously received these kinds of notifications via text message, and was distressed to receive an email. Ms C has explained that due to her disability she finds it difficult to deal with emails, she says Lloyds was aware of this.

Ms C complained to Lloyds, it replied to say that it could remove the email address from her account but would then have to also cancel her online banking facility, it asked her to confirm that this is what she wanted it to do. Ms C did not feel she should have to confirm that she did not want email correspondence from Lloyds, and she continued to receive email notifications rather than the text messages she preferred.

In April 2022 Ms C made a further complaint, detailing how she wanted Lloyds to make reasonable adjustments for her disability. Lloyds said it would look into what it could do, but ultimately repeated that it would need her to confirm that she was happy for her online banking to be cancelled and her email address to be deleted.

By this stage Ms C had referred her complaint to our service. She'd explained that she was unhappy to still be receiving emails, that she was not getting the text notifications she preferred – causing her to overspend on her credit card - and that she was unhappy with other correspondence Lloyds had sent to her about interest rate changes, which had also suggested that she call the bank. Ms C was also unhappy, overall, with the way Lloyds had handled her complaints and concerns.

Our Investigator looked into what had happened. They said they could see no evidence that Lloyds had been told it should not send emails to Ms C prior to her raising her complaint in early 2022. They felt that Lloyds' suggestion that it remove the email from Ms C's account (and therefore also remove online banking) was a reasonable resolution to Ms C's complaint. They did not feel that Lloyds had treated Ms C unfairly or unreasonably in light of the Equality Act 2010 – which sets out the requirement that businesses make reasonable adjustments for those with disabilities.

Ms C disagreed, she maintains that B has failed to make reasonable adjustments, and notes that it continued to send her emails. To resolve her complaint she would like assurance that she will receive no further emails, that she will not be asked to call the bank (unless she has to as a result of fraud or robbery), and compensation for the distress caused to her.

As no agreement could be reached this case was passed to me for review. I issued my provisional decision on 27 July 2023. Lloyds accepted that provisional decision, but Ms C has provided a detailed response disagreeing with my findings.

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.

In my provisional decision I explained the following:

"Ms C's complaint stems from her belief that Lloyds has not made reasonable adjustments for her disability, as required by the Equality Act 2010.

For clarity, as a service, it's not our role to say whether a business has breached the Equality Act 2010 or discriminated against its customer – that's for the courts to do. We're an informal alternative to the courts and decide complaints on a fair and reasonable basis. For the purpose of this decision the Act is a relevant consideration as Ms C's medical issues meet the definition of a disability under the Act, so I've taken that legislation and what it says about how businesses should treat consumers into account when considering this complaint and whether Lloyds has acted fairly and reasonably here.

At the point when it first began to send emails to Ms C, in late 2021, I do think Lloyds was acting reasonably. I've not seen evidence to show that it was aware at that time that Ms C's disability meant that she would likely find email correspondence upsetting. Lloyds did have some details of Ms C's disability recorded on its system, but the only adjustments that appear to have been requested at that stage were for Lloyds to ensure it was patient when dealing with Ms C in branch or on the phone as her disability made those interactions more difficult.

I can also see that Ms C was signed up for online banking at that point, and that Lloyds therefore held an email address for her – which it seems Ms C must have given it. So when it began to email her with notifications regarding her credit card account, I don't think that was unreasonable at that stage. Lloyds was using contact details Ms C had supplied and was not aware that emails were likely to cause Ms C distress.

When Ms C told Lloyds of the difficulties the emails were causing her, I think Lloyds initial response was also reasonable. It explained that it could remove the email address from its system but that this would mean Ms C's online banking was also cancelled. Given that, from Lloyds' point of view, it would be removing a potentially helpful service by cancelling the online banking access, I don't think it was unreasonable for it to ask Ms C to confirm that was what she wanted at that time.

However, over the following months it became clear that, even if she did not directly confirm that she wanted her online banking cancelled, Ms C did not use online banking and did not want emails to be sent to her under any circumstances. And given Ms C's disability, and what she had told Lloyds about how the emails were affecting her, I consider that Lloyds should have acted more proactively here. For example, it could have sent her a letter saying that it would remove the email and cancel online banking by a certain date unless she told it she didn't want it to. To instead continue regularly sending emails to Ms C when she had clearly explained that she did not want to receive them given the distress they caused, does not feel like a reasonable course of action in the circumstances of this complaint.

I note that Ms C has also raised some additional issues with our service. The first of these issues relates to notification texts not being received for several months – which she says caused her to go over her limit. I appreciate that Ms C says going over her limit caused her distress, but it is her responsibility to monitor her account and spending, regardless of whether she receives notifications or not.

Ms C has also said she is unhappy with some correspondence she has received which has suggested that she call Lloyds. I appreciate that Ms C does not want to call the bank as she finds calls upsetting, but the correspondence she is referring to appears to be standard (not personalised) correspondence, which suggests that customers can call to resolve certain issues. Ms C is aware of other ways to contact Lloyds, and I don't think the correspondence she has referred to is unreasonable in the circumstances.

But with everything I've seen I do consider that Lloyds failed to act fairly and reasonably in continuing to send Ms C emails when she had made it clear she did not want to receive them. As a result, I intend to ask Lloyds to pay £250 compensation to Ms C for the distress caused. Lloyds should also remove Ms C's email address from its records and cancel her online banking as soon as possible, so that she does not receive any more emails."

I appreciate the time Ms C has taken to respond to my decision, and I understand her strength of feeling here, but I don't consider that anything she has said constitutes materially new evidence which would change my provisional findings, so I won't be addressing her comments in the same level of detail. I mean no disrespect by this, but the role of the Financial Ombudsman is as an informal dispute resolution service, and so I have focused on the main issues which I consider are material to my findings.

I acknowledge that Ms C says she didn't ask for online access for her account, but she clearly did give Lloyds her email address at some stage so I remain of the view that it was not unreasonable for Lloyds to correspond with her using that email address when it was not yet aware of how those emails could impact her given her disability. Along the same lines, when Lloyds stopped sending Ms C text notifications it was not yet aware of the specific impacts of her disability other than that she needed more patience during phone and face to face interactions.

As I explained in my provisional findings, I do think that Lloyds should have stopped sending Ms C emails at a much earlier stage given what she went on to tell it about the impacts of her disability, and that is why I have recommended it pay her compensation of £250 and remove her email from its systems. I don't though think that Lloyds needs to do anything more.

I note that Ms C has said that she may have once again stopped receiving text messages about the balance of her credit card, but that is a new issue and so would need to be directed to Lloyds in the first instance, so I won't be addressing that here.

Putting things right

To resolve this complaint Lloyds should pay Ms C £250.

My final decision

I uphold this complaint in part. Lloyds Bank PLC should put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 28 September 2023.

Sophie Mitchell
Ombudsman