

## **The complaint**

Ms S is unhappy that Lloyds Bank PLC activated personal offers on her bank account without her permission and that Lloyds sent her messages via her online banking inbox when she's requested that all correspondence be sent to her by post.

## **What happened**

Ms S raised a complaint with Lloyds because she was unhappy that Lloyds had activated offers on her bank account without her permission and that Lloyds had sent messages to her online banking inbox despite Ms S asking for all correspondence to be sent to her by mail.

Lloyds responded to Ms S and explained that when Ms S registered for Internet Banking she accepted Lloyds' terms of service for online banking customers, which included that Lloyds would issue correspondence to her via her online inbox. And Lloyds also explained that their terms allowed them to automatically register Ms S for certain offers that they provide, which was what had happened in this instance. Ms S wasn't satisfied with Lloyds' response, so she referred her complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Lloyds had acted unfairly in how they'd managed the situation and so didn't uphold the complaint. Ms S remained dissatisfied, so the matter was escalated 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.

Having done so, while I acknowledge Ms S's strength of feeling on this matter, I won't be upholding this complaint against Lloyds.

One reason for this is that Lloyds are correct when they say that when Ms S registered for Internet Banking that she accepted Lloyds Internet Banking agreement. And this agreement includes that if Lloyds want to contact Ms S that they will do so via her online inbox.

Ms S has said that she has never accepted any information through her online account. However, Lloyds have provided this service with records of the messages that they've sent to Ms S via her online inbox, and this information includes that most of the messages sent to Ms S's online inbox have been opened and read by Ms S.

Additionally, if it were the case that Ms S wasn't reading online messages that she was being sent by Lloyds, then this wouldn't be something that I'd consider holding Lloyds accountable for, given that Ms S accepted Lloyds Internet Banking agreement which includes that messages will be sent to her online inbox by Lloyds, as explained above.

In August 2023, Lloyds sent a message to Ms S's online inbox detailing changes they were making to the Internet Banking agreement. One of these changes was that Lloyds would now be permitted to automatically register account holders such as Ms S for certain personal

offers. And this message provided Ms S with information on how she could opt out of being automatically registered for personal offers by Lloyds if she didn't want that to happen.

It's evident from Ms S's online inbox that this is one of the few messages received by Ms S that hasn't been opened or read. But I don't feel that this is Lloyds' fault, given that I'm satisfied that Ms S accepted that Lloyds would send messages to her online inbox when she accepted their Internet Banking agreement, and given that most of the other messages received by Ms S from Lloyds into her online inbox have been opened and read by her.

Consequently, I also don't feel that Lloyds acted unfairly towards Ms S by then acting in accordance with their changed terms, given that they had provided advance notice of the changing terms to Ms S. And I also note that personal offers that Lloyds automatically registered Ms S for included cashback schemes which haven't been of any financial detriment to Ms S.

It appears that Ms S is unhappy with the principle that Lloyds made changes to her account (the automatic registration for offers) without her permission. But ultimately, I'm satisfied that Lloyds acted in accordance with their terms, which as explained, Ms S has agreed to and accepted, when they automatically registered Ms S for those offers.

I'm also satisfied that Lloyds have explained to Ms S how she can opt out of being automatically registered for offers, both in advance via the changes to the Internet Banking agreement message that they sent her, and more recently via their response to her complaint. This seems reasonable to me, and I feel that it's now for Ms S to opt out of automatic registration should she wish to do so, and if she hasn't done so already.

Ms S has also said that she's asked Lloyds to only correspond with her by post. But it's for Lloyds to set the terms of service that they offer. And I can only reiterate that Ms S accepted that Lloyds would communicate with her via her online inbox when she accepted Lloyds Internet Banking agreement.

I note that Lloyds, in their response to Ms S's complaint, reiterated their position to Ms S on this matter as follows:

*"As we are operating our Internet Banking service as per the Internet Banking agreement, we've made no mistake and we will not be looking to change what we do. If you wish to continue to use this service, you will need to accept how the service is designed to work."*

Lloyds position on this matter seems reasonable to me. And I note that Lloyds's response to Ms S's complaint continues by explaining to Ms S how she can deactivate her Internet Banking service completely, should she wish to, which I'm satisfied provides Ms S with a way of no longer being bound by the Internet Banking agreement she's previously accepted.

All of which means that I don't feel that Lloyds have acted unfairly towards Ms S as she contends is the case here. And it follows from this that I won't be upholding this complaint or instructing Lloyds to take any further or alternative action.

I realise this won't be the outcome Ms S was wanting. But I hope that Ms S will understand, given what I've explained, why I've made the final decision that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 10 September 2024.

Paul Cooper  
**Ombudsman**