

The complaint

Mr B complains Bank of Scotland plc trading as Halifax (Halifax) didn't send him a maturity letter for his Fixed Saver account which resulted in the account being changed to a different type of savings account.

Mr B is also unhappy that his bank card was defaced by bank staff which he says led him being prevented from accessing his money for several months. Mr B also complains that Halifax gave him incorrect information when he visited a branch.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr B had an Instant Saver account with Halifax which had a debit card ending 1110. The card was issued to Mr B in January 2022 and could be used to access funds in the account. In August 2023, Mr B visited a branch and during a meeting with staff converted this Instant Saver account to a Bonus Saver account.

During the meeting staff explained to Mr B that the Bonus Saver account does not have a card facility. And that from the time the accounts were changed Mr B's card ending 1110 would not work. Halifax told Mr B that if he wanted to withdraw money from this account he'd need to attend branch with another of his cards and identification.

Mr B also had a one-year Fixed Saver account with Halifax. The account was due to mature on 21 November 2023. Prior to the maturity date, Halifax wrote to Mr B in October 2023, setting out his options which were to either renew his Fixed Saver account, or move his money to another account. The letter set out that if Halifax didn't hear from Mr B it would change Mr B's Fixed Saver to an Instant Saver account.

Mr B says he never received the letter Halifax says it sent him about changing his account.

In October 2023, Mr B visited a branch and tried to use his 1110 bank card at an ATM machine. Due to the account change and the bank card being deactivated, the card didn't work in the machine. Mr B spoke to staff at the branch to try and find out why the card didn't work. Unfortunately, staff were unsure and told Mr B another card would be ordered for him. Mr B's bank non-working card then had an 'X' placed on it by a member of staff.

Mr B complained to Halifax. He said he never received the maturity letter, and he was unhappy his bank card had been defaced with an 'X'. In response, Halifax said it had written to Mr B along with other customers in a batch mail out in October 2023. Halifax also said that it had made it clear to Mr B that the Bonus Saver account wouldn't have a card. And his existing 1110 card wouldn't work once the accounts had been changed. However, Halifax accepted that it had misled Mr B when it told him it would order him another card. Halifax said an 'X' had been placed on the 1110 card as it was no longer valid due to the account

change. To put things right Halifax paid Mr B £75 compensation for leading him to believe another card would be ordered for his Bonus Saver account.

Mr B remained unhappy and brought his complaint to our service. Mr B said staff denied defacing his card and refused to come out from behind the counter screen to speak to him. Overall he said the service he received had been appalling and he'd been treated unfairly.

One of our investigators looked into Mr B's complaint. In summary she said:

- She'd listened to a call recording of a meeting between Mr B and Halifax in August 2023 and was satisfied that it was clearly explained to Mr B that his card 1110 would no longer work once he changed his savings account to a Bonus Saver.
- She'd seen evidence that Mr B had been on Halifax's mailing list for 24 October 2023 to let him know his Fixed Saver account was due to mature. So, she thought it was likely the letter was sent to Mr B.
- Mr B's bank card was marked because it was no longer valid.
- Halifax had given Mr B misleading information that it would order new card. But it had done enough to put things right.

Mr B remained unhappy. So, the matter has come to me to decide.

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.

I think it's important to firstly explain I've read and taken into account all of the information provided by both parties, in reaching my decision. I would like to highlight that I've taken into account Mr B's very detailed submissions about what has happened. I say this as I'm aware I've summarised Mr B's complaint in less detail than he has. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint. Our rules allow me to do this.

Mr B has said that he never received the letter Halifax says it sent to him about his Fixed Saver account maturing. But Halifax have provided evidence to show it sent a letter to Mr B to the address held on its files. I've also seen Halifax contact notes which shows the letter was dispatched – again to Mr B's home address. Mr B hasn't made us aware of any postal issues he was experiencing at the time. So, I'm satisfied that Halifax sent the letter to Mr B. I can't say Halifax are to blame if Mr B didn't receive the letters once it was dispatched through the postal system.

I've also seen a template of the letter Halifax sent to Mr B. This clearly set out the options available to Mr B once his Fixed Saver account matured and what would happen if Mr B didn't get in touch with Halifax – which was that the account would be changed over to an Instant Saver. I've not seen any evidence to show Mr B did get in touch with Halifax. So, I can't say Halifax did anything wrong when it changed Mr B's account.

Bank card

Halifax has accepted it made a mistake when it told Mr B it would order him a new card and couldn't explain why his 1110 bank card didn't work when he visited a branch. To put things

right Halifax have paid Mr B £75 compensation for any trouble and upset this caused him. Mr B says this isn't enough and doesn't take into account his bank card was defaced by staff at the branch.

I've listened to the call recording of a meeting between Mr B and Halifax that took place in August 2023 when Mr B changed his Instant Saver account over to a Bonus Saver account. During the meeting the advisor clearly explained to Mr B that his card would not work once his account had changed. The advisor also explained how Mr B would be able to access the funds in his account going forwards. Mr B told the advisor that he understood. So, I'm satisfied Halifax told Mr B that his card 1110 wouldn't work and why.

I'm not sure why Mr B then proceeded to try and use the card when he visited a branch in October –2023 as he'd clearly been told in August 2023 that it wouldn't work. However, I do think Halifax's service fell short when Mr B asked them why his card wasn't working. And staff told him it would order him a new card. This wasn't right as Mr B's Bonus account couldn't be accessed via a debit card. So, based on this I'm satisfied that Halifax made an error and in doing so didn't treat Mr B fairly. To put things right Halifax have paid Mr B £75 by way of compensation. Mr B says this isn't enough and doesn't take into account staff defaced his bank card.

I recognise that Halifax should have done better in the first place. But, the fact is, things went wrong, and that impacted on Mr B through no fault of his own. This is not the level of service Mr B would reasonably have expected to receive. It's rarely straightforward to decide what represents an appropriate level of compensation for non-financial loss given its inherently subjective nature. Mr B, and no-one else, experienced these problems. I assure him I'm mindful of that.

Mr B says he should get more compensation for his bank card being defaced and damaged. He's also said as a result he wasn't able to access the money in his account for several months. Mr B says staff refused to come from behind bank screens and discuss the matter with him. And denied marking his bank card. All of which upset and frustrated him.

I haven't seen any evidence that Mr B was denied access to his funds. I've also kept in mind that Mr B was told prior to his visit to branch in October 2023, that he'd need to use his Charity card and bring identification. So, I'm not satisfied Mr B suffered any loss of access to his funds.

We've asked Halifax about why it placed an 'X' on Mr B's bank card. The staff member responsible has said they don't remember doing it. But don't deny this is what happened. Halifax has explained it would have been done because the card had been deactivated, the staff member concerned also said that they couldn't come out to speak to Mr B face to face as Mr B wanted as they were dealing with cash and Mr B's behaviour had previously been abusive. I don't find this unreasonable.

This said, I've taken account of this service's general approach to compensation for distress and inconvenience as set out on our website. I've thought about this approach in light of the errors Halifax made and the impact on Mr B. Whilst I have sympathy with Mr B about how Halifax's poor communication impacted him, I'm satisfied that Halifax took Mr B's personal circumstances into account when deciding what it was willing to offer to put things right, and I consider its offer in this case to be fair. So, I don't consider that it would be fair or reasonable of me to require Halifax to do more.

In summary, having considered everything, while I appreciate Mr B's strength of feeling and why he feels he's been treated unfairly, I won't be asking Halifax to do anything more to resolve his complaint.

My final decision

For the reasons I've explained, my final decision is that I do not require Bank of Scotland plc trading as Halifax to do anything more to resolve 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 30 July 2025.

Sharon Kerrison
Ombudsman