

## **The complaint**

Mrs K complains that the terms and conditions which Bank of Scotland plc trading as Halifax sent to her with her new card weren't in large print.

## **What happened**

Mrs K holds an account with Halifax. In July 2024 she lost her bank card, and a replacement card was ordered. When the replacement card was issued and sent the terms and conditions of the account were included.

Mrs K raised a complaint with Halifax. She said the terms and conditions should have been sent to her in large print as a reasonable adjustment for her which Halifax was aware of.

Halifax upheld the complaint. It apologised for not sending the terms and conditions in large print and confirmed that Mrs K's profile showed that she should receive all correspondence in large print. Halifax apologised and paid compensation of £50. It also arranged for a new set of terms and conditions to be sent to Mrs K in large print.

Mrs K remained unhappy and brought her complaint to this service. She doesn't think the

compensation is sufficient for the failure to make the reasonable adjustment.

Our investigator didn't uphold the complaint. He said he appreciated that the error had caused Mrs K some upset but said the steps taken by Halifax to resolve the complaint were fair and reasonable.

Mrs K didn't agree. She said that her communication needs were well documented on Halifax's systems and that by sending the terms and conditions in a format which wasn't accessible to her amounted to a failure to provide the terms and conditions at all.

Because Mrs K didn't agree I've been asked to review the complaint.

## **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 know it will disappoint Mrs K, but I agree with the investigators opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Halifax has acknowledged that it made an error

when it sent the terms and conditions to Mrs K in regular font size. It has also acknowledged that her needs were noted on her account and that this should've been picked up. Halifax has apologised, re-issued the terms and conditions in large print and paid compensation of £50.

I've thought about whether Halifax has done enough to resolve the complaint in a fair and reasonable way. I do understand Mrs K's concerns here. She's said that because the terms and conditions weren't sent to her in an accessible format, she didn't know what they said about important things like interest rates, charges and fees. That said, I can see that the terms and conditions in this case were for an account which Mrs K already held, so she would've been provided with the same terms and conditions previously when she opened the account. Mrs K hasn't said that the terms and conditions provided to her when she opened the account were in regular font or inaccessible to her in some other way, so it seems likely that Mrs K was already in possession of the terms and conditions in an accessible format. Even if she wasn't, I can see that Halifax arranged for the terms and conditions to be sent to Mrs K in large print within a short time of her raising her complaint, so I don't think she was left without accessible terms and conditions for an unreasonable length of time.

I've thought about whether Mrs K was disadvantaged in some other way as a result of the error. However, I haven't seen any evidence to suggest that Mrs K suffered any financial detriment here.

I appreciate that Mrs K has suffered some distress and upset as a result of the error. I'm pleased to see that Halifax corrected the error quickly and apologised. In the circumstances and taking everything into account, I'm satisfied that the steps taken by Halifax to resolve the complaint were reasonable. I'm also satisfied that the compensation offered by Halifax was fair, and in line with what this service would award for an error of this kind. Therefore, I won't be asking Halifax to do anything further.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 6 January 2025.

Emma Davy  
**Ombudsman**