

The complaint

Mr S complains that Octopus Investments Limited continued to write to him at an email address that he'd previously advised them was dormant.

What happened

On 30 January 2024, Mr S received a marketing email from Octopus – the message was sent to an email address that Mr S had previously informed them was no longer in use and one that he'd asked them to remove from their records.

Shortly afterwards, Mr S decided to formally complain to Octopus. In summary, he said he was unhappy that Octopus hadn't actioned the request that he'd made.

After reviewing Mr S's complaint, Octopus concluded they had been asked previously to remove the email address, but they'd failed to action the request. Octopus conceded that their 30 January 2024 email shouldn't have been sent to the address which Mr S had asked them to remove. To say sorry for the inconvenience, Octopus said that they were sending Mr S a goodwill payment of £100.

Mr S was unhappy with Octopus's response, so he referred his complaint to this service. In summary, he said that he didn't think Octopus's response had gone far enough because they'd wasted his time. He went on to say that Octopus should be investigated for their failings and be subject to appropriate penalties for the error that they'd made.

The complaint was then considered by one of our Investigators. He concluded that Octopus had recognised their mistake and the approach that they'd taken to put things right for Mr S seemed fair.

Mr S, however, disagreed with our Investigator's findings. In summary, he said he wanted his complaint re-looked at by an Ombudsman. The case now comes to me for a 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.

I have summarised this complaint in less detail than Mr S has done and I've done so using my own words. The purpose of my decision isn't to address every single point raised by all of the parties involved. If there's something I've not mentioned, it isn't because I've ignored it - I haven't. I'm satisfied that I don't need to comment on every individual argument to be able to reach what I think is the right outcome. No discourtesy is intended by this; our rules allow me to do this and it simply reflects the informal nature of our service as a free alternative to the courts.

My role is to consider the evidence presented by Mr S and Octopus in order to reach what I think is an independent, fair and reasonable decision based on the facts of the case. In deciding what's fair and reasonable, I must consider the relevant law, regulation and best industry practice. Where there's conflicting information about what happened and gaps in what we know, my role is to weigh up the evidence we do have, but it is for me to decide, based on the available information that I've been given, what's more likely than not to have happened. And, having done so, whilst I'm upholding Mr S's complaint, I'm not going to instruct Octopus to do anything beyond what they've already proposed to do and I'll explain why below.

I can appreciate Mr S's frustration at receiving an email from Octopus at an address that he states he's previously told them was no longer in use and dormant, particularly when he says he was advised by Octopus that they'd updated their systems.

Using financial services won't always be hassle free and sometimes mistakes occur but when they do, we'd typically ask the business to put the consumer back in to the position that they would've been in were it not for the error. In this instance, other than the annoyance of receiving an email at an incorrect address, I've seen no evidence that Mr S suffered a financial consequence of Octopus's actions. But, we're not the regulator and it's not our role to punish businesses when mistakes happen, that responsibility falls on the Financial Conduct Authority and the Information Commissioner's Office. So, whilst I'd like to acknowledge that I very much understand Mr S's strength of feeling about the matter, I'm satisfied that the £100 which Octopus has offered to Mr S to say sorry for the hassle that they've caused is fair and reasonable in the circumstances and is of an amount that I would have instructed them to pay to Mr S had they not already offered to do so.

My final decision

Octopus Investments Limited has already made an offer to pay Mr S £100 to settle the complaint and I think this offer is fair and reasonable in all of the circumstances.

So, my decision is that Octopus Investments Limited should pay Mr S £100 if they've not already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 9 February 2025.

Simon Fox
Ombudsman