

The complaint

Mrs T is unhappy that Bank of Scotland plc, trading as Halifax, didn't accept a £10 per month payment offer she made to them and that they didn't issue correspondence to her via email as she asked.

What happened

Mrs T had two credit card accounts with Halifax that fell into arrears in December 2024. In late November 2024, Mrs T sent a letter to Halifax which explained that she was unable to work due to disability and was experiencing extreme financial difficulty and had been made homeless as a result. The letter also explained that Mrs T had set up a postal box address for correspondence to be sent to her and asked Halifax to either send letters to that address or contact her by email. Finally, in the letter, Mrs T offered to pay £10 per month to each account to reduce the outstanding balances.

Halifax wrote back to Mrs T at the address she had provided to them and explained that before they could accept an offer of payment from Mrs T, they needed to conduct an income and expenditure assessment with Mrs T to ensure that she could reasonably afford the payments she was offering. And Halifax included an income and expenditure assessment form for Mrs T to complete and return to them. Halifax also placed a hold on Mrs T's account to give her time to complete the assessment form and return it to them.

Halifax didn't receive a completed income and expenditure form from Mrs T. But they did later receive letters from Mrs T asking why the letter she'd sent them in late November hadn't been responded to. Halifax continued to send letters to Mrs T to the address she'd provided, but in March 2025 Mrs T raised a complaint because she was unhappy that Halifax hadn't responded to the letters that she was sending them and because they hadn't accepted the offer of payment that she'd made.

Halifax responded to Mrs T's complaint on 24 April 2025 and explained that they had sent several letters to Mrs T in response to the correspondence they'd received from her. Halifax also confirmed that before they could accept an offer of payment from Mrs T, they needed to complete an assessment with her to make sure that she could reasonably afford it. Mrs T wasn't satisfied with Halifax's response, so she referred her complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Halifax had acted unfairly and didn't uphold the complaint. Mrs T 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, I'd like to begin by confirming the scope of what I can consider in my assessment of this complaint. The rules by which this service must abide, which can be found in the Dispute Resolution ("DISP") section of the Financial Conduct Authority ("FCA")

Handbook, include that this service can only consider points of complaint that have previously been referred to a respondent business directly, so that the business has had a formal opportunity to consider and respond to those points.

In her submissions to this service, Mrs T has said that she is unhappy that Halifax haven't corresponded with her via email. But upon review, I don't feel that Mrs T had raised this specific complaint point with Halifax prior 24 April 2025, when Halifax issued their formal response to the complaint points that she had raised. Instead, the first instance I can see of Mrs T asking Halifax to communicate with her solely via email was received by Halifax in May 2025 – after Halifax had issued their response to Mrs T's complaint.

My remit and authority only extend to the points of complaint that Mrs T had referred to Halifax before 24 April 2025, and which Halifax had therefore had the opportunity to consider and address in the complaint response letter they issued on that date. As such, Mrs T's later dissatisfaction that Halifax haven't adhered to her request to be only contacted via email is outside the scope of this review.

If Mrs T remains unhappy about this point, I can only refer her to Halifax to raise that matter with them in the first instance. And, after Halifax have had a formal opportunity to respond to that complaint, it may be the case that Mrs T has the right to refer that complaint to this service, should she wish to do so at that time.

The points of complaint that Mrs T did initially refer to Halifax, and which Halifax did have an opportunity to consider and respond to, where the more general point that Halifax hadn't responded at all to the letters Mrs T had sent them, and that Halifax hadn't accepted the £10 per month payment offers she had made to them.

In the letter that Mrs T sent to Halifax in November 2024, she provided a postal address for Halifax to send letters to, and Halifax did then send letter to that address upon receipt of that letter up to and including the complaint response letter that they sent in April 2025 (when, as explained, the scope of this complaint ends).

I've reviewed the letters that Mrs T sent to Halifax after November 2024 until April 2025, and I've also reviewed Halifax's contact notes during that period. And from what I've seen, Mrs T didn't ask Halifax not to send letters to the address she'd previously given them or explain that she couldn't receive letters to that address during that period.

Mrs T may point out that she did give Halifax an email address as well as a postal address. But Mrs T didn't specifically ask Halifax to correspond with her at that email address but instead gave Halifax two options to correspond with her – by post or by email. Halifax have confirmed that the departments that were trying to communicate with Mrs T communicate via either telephone or post.

Mrs T had specifically said that she didn't want to communicate by telephone, but had also given Halifax a postal address, and so it doesn't seem unreasonable to me that Halifax would try to contact Mrs T via post, at the address that she had given them and hadn't later told them (up to April 2025) that she could no longer receive letters to.

If Mrs T didn't receive the letters that Halifax sent to the address she had given them, then that is unfortunate, and I don't feel it constitutes any unfair act on the part of Halifax. But I am satisfied that Halifax did respond to the letters that they received from Mrs T on multiple occasions – to the address that Mrs T had given them to send letters to. Accordingly, I don't uphold this aspect of Mrs T's complaint.

Regarding Mrs T's dissatisfaction that Halifax didn't accept the £10 per month payments that

she offered to them, this service would not expect Halifax to have accepted those offers without conducting an income and expenditure assessment with Mrs T. This is because there is an obligation on credit providers to not accept payments that an account holder can't reasonably afford to make, as this might have an adverse effect on the account holder's overall financial position.

In this instance, Mrs T had explained to Halifax that she could no longer work and was homeless. These were clearly extreme circumstances, and as such I'm satisfied that there Halifax couldn't reasonably accept any form of payment from Mrs T until they could conduct a detailed assessment of her financial position with her. This was explained to Mrs T by Halifax in the letters that they sent to her. It's apparent that Mrs T didn't receive those letters. But as discussed above, I don't feel that was Halifax's fault.

It's clear that there were communication difficulties during the time in question. But having provided a postal address for Halifax to write to, I feel that the onus was on Mrs T to have monitored that address or to have clearly updated Halifax if her access to that address ended. And if it were the case that Mrs T had access to the address that she'd given to Halifax, and didn't receive letters to that address for some external reasons – such as an issue with the postal service or the address itself – then again, I feel that would be unfortunate, but not an instance of Halifax acting unfairly.

All of which means that I won't be upholding this complaint or instructing Halifax to take any form of action here regarding the points that I've considered. I hope that Mrs T 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 Mrs T to accept or reject my decision before 19 March 2026.

Paul Cooper
Ombudsman