

The complaint

Mr K has complained about the actions of Bank of Scotland Plc trading as Halifax ('BoS') in relation to home insurance communication. For the avoidance of doubt, the term 'BoS' also includes reference to its agents.

What happened

Mr K complained to BoS on 12 February 2025 regarding a marketing email he received from BoS which referred to an upcoming home insurance renewal. Mr K said that the information used to generate the email wasn't accurate and was unhappy that BoS would attempt to access this information. He also complained about the contents and lack of clarity in letters he received from BoS.

BoS accepted that its communication hadn't been clear in all respects and that this had caused Mr K distress and inconvenience and so it issued a cheque for £50 in recognition of this. Mr K didn't think that this was an adequate response to his complaint, so he referred his complaint to this service. The service's investigator was satisfied that the service had jurisdiction to investigate the complaint, however, he didn't uphold Mr K's complaint as it was his view that the payment of £50 in compensation was an appropriate response to the acknowledged service issues.

Mr K was unhappy about the outcome of his complaint and considered that the sum of £50 was inadequate, so the matter has now been referred to me to make a final decision in my role as Ombudsman.

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.

The key issue for me to determine in this case is whether BoS addressed the service failing (which it acknowledged) in a fair and reasonable manner. I consider that it did so by offering £50 in compensation by cheque. This means that I don't think BoS (trading as Halifax) needs to do anything different to resolve the complaint. I'll now explain the reasons for my decision.

I turn firstly to Mr K's submissions. Mr K complained about several matters which arose following his receipt of marketing material from BoS in early 2025. His concern was that BoS accessed personal information without justification, and he challenged the rationale behind using a historic change of address as a trigger for sending marketing material. His concerns about the content of the letters he received from BoS included concern about the reference which BoS used and the omission of rights to refer his complaint to this service. Mr K also stated that he had to chase BoS for clarification on each issue and expressed frustration about the time and effort required to pursue the matter. Mr K stated that the stress of dealing with BoS had a significant impact in terms of time and energy and had a negative impact on his emotional health and wellbeing.

Mr K also challenged the suitability of receiving the £50 compensation payment by cheque.

He considered that this breached consumer rights legislation. He stated that his bank didn't accept cheques, so he requested that the payment be applied to his credit card instead. He considered that insistence on a cheque payment was unreasonable and impractical given prevailing banking practices. He felt that there hadn't been consideration of his preferences and so BoS hadn't acted in the customer's best interests. For example, he said that having to rely on other costly alternatives for transport or services due to the delayed payment was directly attributable to BoS's failure to offer an appropriate resolution. He felt that this financial harm should be factored into any final compensation award.

Finally, Mr K said that the stress of dealing with BoS had a negative impact on his emotional health and wellbeing and he had many sleepless nights worrying about how to address the situation. He struggled to compose emails in response due to his health conditions.

I now turn to the BoS response to Mr K's complaint. As to the marketing e-mail that Mr K had received in early 2025, it explained that this could have been prompted by past customer dealings with BoS such as quotes that didn't proceed, or a change of address. It confirmed that in this instance, the email was prompted by a historic change of address recorded on 10 March 2021. It explained that *'The quotes are sent on the assumption you may need to renew your insurance, as you have a 'different address', which might need insurance cover'*. BoS explained that it would try to ensure that the customer wasn't bombarded with letters, and that this may explain why home insurance marketing was only sent to Mr K in 2025.

BoS confirmed that Mr K had opted into receiving marketing communications since August 2020. It said that the data it used was consistent with the relevant data privacy notice, and personal information was collected when customers used its services. If customers were eligible for a product, they might then be contacted about any BoS products and services for which they were eligible. It explained that if Mr K preferred not to receive these types of emails, he could let it know, and it could get the preferences updated.

As to the material Mr K had received in early 2025, BoS clarified that the reference it had used related to a quote rather than an active policy. Initially, BoS hadn't included the Financial Ombudsman Service referral rights, but it acknowledged the oversight. It explained that when it initially reviewed Mr K's complaint, it concluded that it wasn't reportable. However, having then offered a payment, it stated that the complaint was now reportable, and so it had issued him with referral rights to this service. It said that it awarded £50 compensation as Mr K had sent two emails back-to-back and one was overlooked. It apologised for the oversight and for not answering questions in both e-mails.

BoS explained that in order to make a payment to a bank account, the customer would need to hold a policy that was being paid for from a bank account and was unable to make payments to a credit card. As for historical complaints, BoS stated that it had offered referral rights to the service and reported matters to the Financial Conduct Authority where required.

I now turn to my reasons for not upholding Mr K's complaint. I do appreciate why Mr K may have felt unsettled by receiving a quote from BoS which he hadn't asked for. However, I'm satisfied from careful consideration of all the evidence in this matter that the BoS records show that Mr K had opted in to receiving marketing material. I can appreciate that it's often easy for customers to forget that they've opted in to receiving marketing. In this case, however, I can't say that it was unfair or unreasonable for BoS to have sent an e-mail and quote to Mr K. It was marketing information which may or may not have been of interest to him. Once Mr K had made his concern about receiving the material known, I'm satisfied that BoS did the right thing in making it clear that if Mr K preferred not to receive these types of emails, he could let BoS know, and it could get the preferences updated.

I'm satisfied that there is no suggestion that Mr K was bound to act upon or accept the

quote. I'm also satisfied that the communication acknowledged that the details may not be correct. It specifically states; *'We've also made some assumptions about you and your property, which we'll ask you to confirm. You can make different choices as you go through the quote process...'* As to BoS's explanation about the trigger for the communication, I can also understand why Mr K felt that a historical change of address triggering didn't make much sense. On balance however, I accept that marketing material wouldn't necessarily be sent every year, to avoid customers being bombarded with constant marketing material.

As to the level of customer service provided by BoS in its communications with Mr K, I note its responses to a series of concerns which had been expressed by Mr K following the initial e-mail of February 2025. Each response appeared to cause Mr K fresh anxiety and concern. In the circumstances, I can appreciate that Mr K felt strongly that he'd received poor service. Nevertheless, I'm satisfied that BoS did ultimately respond to each concern and properly acknowledged as appropriate that its communication may have caused some confusion.

I'm satisfied that the apology given by BoS and the £50 in compensation was a fair and proportionate offer in all the circumstances and is in line with what we would expect to be paid in relation to such administrative failure. BoS has explained why the payment couldn't be paid into an account with BoS. It did however send a list of banks which still accept cheques. Whilst I understand that Mr K would prefer BoS to offer other alternatives for payment of the £50, I don't consider that it's unreasonable for BoS to choose to pay the amount by cheque. It's a secure and traceable method of payment and means that Mr K isn't required to supply his current bank details to BoS.

In conclusion, I don't uphold Mr K's complaint, as I'm satisfied that BoS has offered a fair and reasonable resolution to Mr K's complaint, however, I would expect it to re-issue the cheque for £50 if it's now expired. Whilst I appreciate that this decision will disappoint Mr K, I sincerely hope that this final decision will provide the opportunity for him to put this matter behind him.

My final decision

For the reasons given above, I don't uphold Mr K's complaint, and I don't require Bank of Scotland Plc to do any more in response to his complaint.

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

Claire Jones
Ombudsman