

## **The complaint**

Mr S complains Bank of Scotland plc trading as Halifax hasn't let him set up paperless correspondence and continues to send him correspondence to an address which he considers unsafe.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them here again in detail.

In summary, Mr S says he asked Halifax to stop sending him post to his address because he didn't think it was safe and was concerned his post was being opened by other people.

Halifax looked into his concerns but said it was unable to stop sending out statements for his account in line with the account terms and conditions. But said it would arrange to send his statements to his local branch instead. It did say that other correspondence would still be sent out to his address but if he did want to move to paperless account he'd need to register to online banking.

Mr S said he only had access to a phone and was unable to get access to online or mobile banking. He remained unhappy that he was still being sent correspondence to his address and so referred his complaint to our service.

Our Investigator considered the complaint but didn't uphold it. He said Halifax hadn't acted outside its terms and conditions and didn't think it was unreasonable as it needed to ensure Mr S was kept updated on his banking activity.

Mr S didn't agree; he said he was happy to keep himself updated by his telephone banking and so didn't need written correspondence sent to him. So the complaint has been passed to me to make 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 decided not to uphold this complaint for largely the same reasons as the investigator.

Halifax has confirmed it is unable to stop the production of statements as it is a feature of its accounts and needed for Halifax to meet its regulatory requirements. I don't think this is unreasonable.

I appreciate Mr S says he didn't agree to the terms and conditions of the account and it was forced upon him when his old account was deemed out of date. But it's likely regardless of the account Mr S has, Halifax would still need to ensure Mr S was kept updated of his banking activity and so Halifax is likely to have had to send him statements on whatever account he held with it.

Halifax has said it has agreed to stop sending his statements to his address and these should now be sent to his holding branch, I think this is a fair way to deal with Mr S's concerns.

I note that Halifax has told us that while it can make this arrangement for Mr S's statements it cannot do this for all correspondence that may need to be provided to him for Halifax to meet its regulatory requirements. So while I can understand that Mr S finds it frustrating that he is still receiving correspondence, such as changes to the interest rate on his account I don't think Halifax are acting unfairly in sending these to him as they are required to keep him updated of any changes as they happen.

I realise this won't be the outcome Mr S was wanting here, but it follows from all the above that I don't feel that Halifax has acted unfairly as he contends and that therefore I won't be upholding this complaint. I hope that Mr S will understand, given what I've explained, why I've made the final decision that I have.

### **My final decision**

For the reasons mentioned above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 4 February 2026.

Jag Dhuphar  
**Ombudsman**