

The complaint

Mr H complains that Bank of Scotland Plc trading as Halifax has failed to act on or record information he shared with it about his vulnerabilities.

What happened

Mr H says he told Halifax about his vulnerabilities during an online chat sometime between April 2024 and December 2024.

Halifax says it follows a set process for recording vulnerabilities and was confident had Mr H informed it of any vulnerabilities this process would have been followed

Halifax explained its process for recording vulnerabilities and shared a screen shot which confirmed it didn't have any vulnerabilities recorded for Mr H.

Mr H says he isn't comfortable talking on the phone and so didn't want to call Halifax to discuss his vulnerabilities. Halifax says Mr H can update his preferences via email, and our investigator passed on this information to Mr H. She said she thought this was a fair alternative option Mr H could use.

As she didn't think Halifax had done anything wrong, the investigator didn't uphold the complaint.

Mr H didn't accept the investigator's outcome and asked that the complaint be referred to an ombudsman.

My provisional decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in this case.

Where the evidence is incomplete or inconclusive, I've reached my decision based on the balance of probabilities. In other words, on what I consider most likely to have happened considering the available evidence and the wider circumstances.

Having done so I will be upholding this complaint and I'll explain why.

There's been a lot of detailed correspondence around the evidence for which I'm grateful. But this is an informal service so I'm not going to comment on everything included within this complaint. Instead, I'm going to stick to what I think are the central points that apply here. I can confirm all the evidence provided by both sides has been considered.

I should explain that Mr H originally raised this issue to this service as part of another complaint in November 2024 concerning what Mr H believes was a scam payment he made to an investment company.

Both parties agreed this issue could be treated as a separate complaint. It has been necessary for me to review the file for the original complaint to build a clear timeline of

events, but I won't be commenting on the outcome of the other complaint. I have only considered what happened from the time Mr H says he told Halifax he was vulnerable.

Let me begin my saying how sorry I was to hear of the financial loss Mr H experienced, and the impact this has had on his wellbeing.

In an email to this service in December 2024 Mr H said he contacted Halifax via e-chat in April 2024 to tell it about his vulnerabilities and to report the alleged scam. He says that he believed his vulnerabilities were recorded at that time. He goes on to say that he was given a number to call to report his scam concerns.

The timeline and recollections from December 2024 differ from that which Mr H told the investigator more recently, on the balance of probabilities I think his recollections nearer the time of the incident are likely to be more accurate, so I have taken this as my starting point.

Halifax haven't been able to confirm the content of this chat as the retention period for e-chat records is 13 months. Banks are not required to retain records for an indefinite period, and so I think it reasonable that records would no longer be available.

In December 2024, an investigator from this service asked Halifax to confirm if it was aware of Mr H's vulnerabilities at the time of the alleged investment scam in 2022. In response it provided a screenshot which showed that no vulnerabilities were recorded on Mr H's records.

As such I can't say that I would expect it to have retained any e-chats beyond the 13-month retention period as it considered the question as it related to his original complaint to have been answered.

I believe Mr H when he says he contacted Halifax via e-chat, but I'm not able to make a fair determination of the content of the chat now the records are no longer available.

However, in making my decision I have considered if Halifax should have done more once it was made aware of Mr H's complaint. I think it should and I'll explain why.

Mr H engaged a solicitor to act on his behalf in relation to the alleged scam. In July 2024 the solicitor wrote to Halifax explaining the complaint and letting it know the impact this had on Mr H's health.

Halifax provided this service with its notes on the complaint in which it referenced the health issues Mr H was experiencing. I won't go into the specifics of Mr H's issues, but I do think this should have been enough to prompt Halifax to consider if Mr H should now be considered vulnerable, and if so to have taken action to find out more and record any relevant adjustments he may require.

Whilst the question of the e-chats and their content remain lost to time, in making my decision I've considered what impact Halifax not being aware of Mr H's vulnerabilities has had since the date Mr H tells us he informed it i.e. April 2024.

Having reviewed all the submissions by Mr H, the issue at the heart of his original complaint remains his primary concern and this happened before he says he made Halifax aware of his vulnerabilities.

However, I am convinced that Halifax should have been aware of Mr H's vulnerabilities from July 2024 onward and should have done more to update its records. Therefore, I think Halifax should pay Mr H £100 compensation for distress and inconvenience caused.

I understand that Mr H finds talking on the phone stressful. Halifax has provided this service with guidance on how Mr H can share information of his vulnerabilities with it via email. This would be registered on a 'without consent' basis until such time as it is able to speak to Mr H to complete the process in full. I think this is a fair option which will ensure Halifax are aware of Mr H's needs going forward.

I would encourage Mr H to take this first step in emailing Halifax with more details of how he would like it to communicate and deal with him in the future.

Responses to my provisional decision

Bank of Scotland Plc trading as Halifax accepted by decision, Mr H didn't respond.

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've not been told anything by either party that would change my mind, so my final decision is the same as my provisional one.

My final decision

For the reasons given above, my final decision is that I uphold this complaint.

Bank of Scotland plc trading as Halifax should pay Mr H £100 to compensate him for the distress and inconvenience he was caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 5 May 2026.

Petina Edwards
Ombudsman