

The complaint

Mr G is unhappy with several aspects of the service that Bank of Scotland plc, trading as Halifax, have provided to him, including how they've handled his complaint.

What happened

Mr G has both Bank of Scotland ("BOS") branded accounts and Halifax branded accounts. On 4 April 2024, Mr G raised separate complaints about his BOS and Halifax accounts, including that Halifax had closed an interest paying account earlier than should have been the case, meaning that he lost out on account interest as a result.

BOS responded to Mr G's complaints in a combined complaint response on BOS headed paper. Within that response, BOS offered £80 to Mr G for service that he'd received pertaining to his BOS branded accounts. Mr G wasn't happy with BOS's response, and he also wasn't happy that he hadn't received a separate response for his Halifax complaint. So, he referred his complaint to this service.

One of our investigators looked at that complaint and liaised with BOS and Mr G about it. During their review, BOS confirmed that they were assessing Mr G's BOS and Halifax complaints under the same reference number. However, BOS reassessed their position on the Halifax aspect of Mr G's complaint and accepted that Mr G's Halifax account had been closed earlier than it should have been.

As a result, BOS offered to pay the interest Mr G had missed out on because of the early account closure to Mr G. And BOS offered to pay a further £70 to Mr G, so that the total combined compensation amount, across Mr G's BOS and Halifax complaints, was £150.

Our investigator felt that BOS's revised position on Mr G's complaint represented a fair resolution to what had happened. But Mr G 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 that this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

I'd also like to confirm that this service is unable to consider any aspect of Mr G's complaint relating to how BOS have handled his BOS and Halifax complaints. This is because this service can only consider points of complaint about specified financial matters – as per the Dispute Resolution ("DISP") section of the Financial Conduct Authority ("FCA") Handbook.

Importantly, how a company has handled a complaint is not one of the financial matters specified within DISP. And this remains the case even when the subject of a complaint is itself a specified financial matter. In short, this means that this service cannot consider complaints about how a business had handled a complaint.

In this instance, BOS have chosen to handle Mr G's BOS and Halifax complaints together. I acknowledge that Mr G isn't happy about this point, but for the reasons explained above, I'm unable to consider his dissatisfaction surrounding this matter. And this includes that I'm unable to consider any upset or inconvenience that Mr G feels he's incurred because of BOS's refusal to handle his Halifax complaint separately.

What I can consider here are the points of complaint that Mr G raised with BOS and Halifax. This includes that Mr G is unhappy that BOS staff members appear to have access to information about his Halifax accounts, and vice versa.

Regarding this point, I can also only reiterate to Mr G what he has already been told by BOS and our investigator, which is that Halifax is a trading name of BOS and that therefore many members of BOS's staff have access to both BOS and Halifax systems. This doesn't seem unreasonable to me, and I feel that Mr G's expectation that BOS and Halifax should be distinct companies isn't in alignment with the fact that Halifax is a trading name of BOS.

Mr G is also unhappy that while he received a maturity letter for his Halifax account, he didn't receive a similar letter for his BOS saver account. But BOS have been able to demonstrate to my satisfaction that a maturity letter for Mr G's BOS account was posted to Mr G at his correct address when it should have been.

Of course, this doesn't mean that Mr G received that letter. But given that I'm satisfied that the letter was posted by BOS, Mr G's non-receipt of that letter isn't something which I'd hold BOS accountable for, given that the delivery of correctly addressed mail is undertaken by a postal service and so isn't something over which BOS have any direct control. Additionally, Mr G was able to contact BOS directly, having been alerted to the non-receipt of the BOS letter by his receipt of the Halifax letter, and so I'm satisfied that there was no significant detriment to Mr G resultant from the non-receipt of the BOS maturity letter.

Mr G is also unhappy with the difficulties he had when contacting BOS about his maturity options for his BOS saver account. BOS have accepted that Mr G encountered some difficulties when trying to provide his maturity instructions to them and they've apologised to Mr G for this and offered to pay £80 compensation to him for any frustration or upset he may have incurred as a result. This seems reasonable to me, and I can confirm that BOS's offer of £80 compensation is commensurate with what I might have instructed BOS to have paid to Mr G regarding this aspect of his complaint, had they not already offered to do so.

Mr G has also expressed his dissatisfaction that he received his Halifax maturity letter, and later what appeared to be a replacement BOS maturity letter, in the post, when he is registered for paperless communication. However, BOS addressed this point to my satisfaction in their response to Mr G's complaint, wherein they explained that Mr G is registered for paperless communication, but that even when a customer is registered as such, certain correspondence (including maturity letters) is still sent via post for legal and security reasons.

Mr G has also complained that the maturity letter he received for his Halifax account suggested that he could provide maturity instructions via Halifax's mobile app, internet banking, and by telephone. But when Mr G tried to avail of these options, he found that they weren't present on either the mobile app or internet banking and that his calls to Halifax went unanswered. And Mr G is also unhappy that after he was able to provide his maturity

instructions to Halifax, his Halifax account was closed earlier than it should have been, which meant that he lost out on interest he should have received on his account, had it run to term.

BOS have addressed these points in their revised offer to Mr G, in which they acknowledged that Mr G had had trouble when trying to provide his maturity options for his Halifax account to them and when they accepted that Mr G's Halifax account had been closed early.

By way of corrective action, BOS offered to pay the interest that Mr G missed out on because of the account closure to him. And they also offered to pay a further £70 to Mr G as compensation for the trouble and upset these issues may have caused him. Again, this seems reasonable to me, given what happened, and I feel that it does provide a fair resolution to this aspect of Mr G's complaint.

All of which means that while I will be upholding this complaint in Mr G's favour, I'll be so only to instruct BOS to reimburse the missed interest and pay the total of £150 compensation to Mr G as they've already offered to do. And I won't be issuing any further or alternative instructions to BOS beyond this.

I realise this won't be the outcome Mr G was wanting. But I hope that Mr G will understand that when arriving at this decision I've considered the impact of what happened here on him regarding the aspects of his complaint that it is within my remit to consider.

This includes that my consideration of the fairness of BOS's £150 compensation offer takes no account of the frustration and trouble that Mr G has incurred surrounding his dissatisfaction with how BOS have chosen to handle his complaint. This is because, as explained, it isn't within my remit or authority to consider Mr G's dissatisfaction in this regard. And, ultimately, I feel that £150 compensation is a fair amount for the trouble and upset Mr G may have experienced when trying to contact BOS, when trying to provide his maturity instructions to them, and surrounding the early closure of his Halifax account.

Putting things right

BOS must make a payment to Mr G equivalent to the interest amount that he didn't receive on his Halifax account because of the early closure of that account.

BOS must also pay £150 to Mr G.

My final decision

My final decision is that I uphold this complaint against Bank of Scotland plc, trading as Halifax, on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 30 October 2024.

Paul Cooper
Ombudsman