

## The complaint

Mrs J complains that Bank of Scotland plc trading as Halifax changed her surname on her accounts and notified other companies in their wider group who also did the same.

## What happened

Mrs J's husband spoke to Halifax regarding his joint home insurance policy with Mrs J to check items were covered and to renew the policy. He informed Halifax on a webchat that Mrs J was married. Mrs J says that Halifax changed her surname to her married name on her Halifax credit card and that a bank account and credit card she held in their wider group had the name changed on those accounts also. Mrs J says that she had not spoken to Halifax herself, they had not seen a marriage certificate and she didn't want to change her name on her other accounts. She says that Halifax's website confirms that she would normally have to present a marriage certificate to do this. Mrs J made a complaint to Halifax.

Halifax did not uphold Mrs J's complaint, but they said they enclosed a cheque for £20 as a gesture of goodwill. They said that they received a change of name for her when her home insurance was renewed. They said that when they receive a change of name, this information is provided across their wider banking group and their records are updated, and this process is confirmed in their data privacy notice. Mrs J brought her complaint to our service.

Halifax contacted our investigator and they said that they should not have changed Mrs J's name across her products without verification, and they asked her to extend their sincere apologies to Mrs J. They said they would like to offer an additional £50 compensation for any distress and inconvenience this caused her.

Our investigator said that what happened would have been frustrating for Mrs J to deal with and it would have caused her inconvenience, especially given that Halifax initially didn't admit they made a mistake in the first place. But she said that the compensation of £70 is in line with what is fair and reasonable in the circumstances of the complaint. Mrs J asked for an ombudsman to review her complaint.

As my findings differed in some respects from our investigator's, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*I must make Mrs J aware that I'm only able to consider the impact of what Halifax have done as part of this complaint, and not what other companies in Halifax's wider group have done. Mrs J may want to make a separate complaint directly to any other companies involved if she feels they have let her down.*

*Halifax have admitted that they should not have changed Mrs J's name without verification. So therefore I need to decide whether a total of £70 compensation is fair for the impact of their error. And I'm not satisfied that it is proportionate for what happened here, and I'll*

*explain why.*

*Mrs J was not aware that her name was being changed on her Halifax credit card. So it would have been distressing to receive a new credit card in her married name when she had not asked for the name to be changed and she had not provided Halifax a wedding certificate – nor did they ask her for one. So this would've been distressing for Mrs J who would need then to contact Halifax to see why they had sent her a new card out in her married name.*

*It also would be distressing for Mrs J's accounts in Halifax's wider group to be changed also. While I can't look into actions of the other companies in the wider group as part of this complaint, I can say that if Halifax would have followed their procedures in requiring verification in order to process the name change, then since they did not have the marriage certificate, then Halifax would not have shared a name change with these companies without verification. So Halifax's actions here had a further impact on the distress and inconvenience that Mrs J suffered.*

*Mrs J had been told multiple times by Halifax that they had done nothing wrong, but it was only after she brought her complaint to our service that Halifax have admitted that they shouldn't have changed the name without verification. So Mrs J was inconvenienced by having to keep communicating with Halifax where this could have potentially been avoided if she was told the correct information initially and she didn't have to visit their website to confirm what she suspected initially.*

*So I'm persuaded the impact of Halifax's actions in changing the name warrant more compensation than £70. Mrs J has told us she now has a credit card in a name different to her standard identification and the change in name has already caused her issues which she's had to take time to rectify. So I'm persuaded that an extra £200 on top of the £70 that Halifax offered is more proportionate to recognise the impact of the error on Mrs J and the distress and inconvenience caused. So it follows I intend to ask Halifax to put things right for Mrs J.*

I invited both parties to let me have any further submissions before I reached a final decision. Halifax accepted the provisional decision. Mrs J responded and she said she does not have very much more to say other than to point out that this is still causing her problems as recently she needed to provide her bank statement and her identification did not match this which meant further questions were raised, but luckily it has now been resolved.

### **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 considered what Mrs J has said about this still causing her problems. And I can sympathise with her for what happened here. Because if Halifax hadn't of changed the name on her account, then what she described that recently happened wouldn't have happened. But I'm satisfied that the compensation awarded recognises the impact of what happened here for the reasons set out in my provisional decision, and this is why I was persuaded an extra £200 was proportionate here.

In summary, Mrs J's response hasn't changed my view and my final decision and reasoning remains the same as in my provisional decision. If Mrs J is disappointed, I hope she understands my reasons.

### **Putting things right**

In my provisional decision I said I intend to uphold this complaint. I said I intend to ask Bank of Scotland plc trading as Halifax to pay Mrs J £270 (less anything they have already paid her) for distress and inconvenience.

### **My final decision**

I uphold this complaint. Bank of Scotland plc trading as Halifax should pay Mrs J £270 (less anything they have already paid her) for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 15 December 2023.

Gregory Sloanes  
**Ombudsman**