

# **MONETARY PENALTY NOTICE**

Allay Claims Limited

**15 January 2026**

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**DATA PROTECTION ACT 1998**

**SUPERVISORY POWERS OF THE INFORMATION COMMISSIONER**

**MONETARY PENALTY NOTICE**

**To:** Allay Claims Ltd

**Of:** Studio 20, The Kiln,  
Hoults Yard, Walker Road,  
Newcastle Upon Tyne,  
NE6 2HL

**Introduction**

1. The Information Commissioner ("**the Commissioner**") has decided to issue **Allay Claims Ltd ("Allay")** with a monetary penalty under section 55A of the Data Protection Act 1998 ("**DPA**") in the sum of **£120,000**. This Monetary Penalty Notice ("**Notice**") is in relation to a serious contravention of Regulation 22 of the Privacy and Electronic Communications (EC Directive) Regulations 2003 ("**PECR**").
2. In accordance with section 55B of the DPA, Allay was previously served with a Notice of Intent dated 14 August 2025 which set out the Commissioner's provisional findings. Having considered Allay's representations submitted on 10 October 2025, the Commissioner is satisfied that a monetary penalty remains an appropriate sanction.
3. This Notice explains the Commissioner's decision.

## Legal framework

4. Allay, whose registered office address is given above (Companies House Registration Number: 06836398) is the organisation stated in this Notice to have transmitted unsolicited communications by means of electronic mail to individual subscribers for the purposes of direct marketing contrary to regulation 22 of PECR.

5. Regulation 22 of PECR states:

- "(1) This regulation applies to the transmission of unsolicited communications by means of electronic mail to individual subscribers.*
- (2) Except in the circumstances referred to in paragraph (3), a person shall neither transmit, nor instigate the transmission of, unsolicited communications for the purposes of direct marketing by means of electronic mail unless the recipient of the electronic mail has previously notified the sender that he consents for the time being to such communications being sent by, or at the instigation of, the sender.*
- (3) A person may send or instigate the sending of electronic mail for the purposes of direct marketing where—*
- (a) that person has obtained the contact details of the recipient of that electronic mail in the course of the sale or negotiations for the sale of a product or service to that recipient;*
  - (b) the direct marketing is in respect of that person's similar products and services only; and*
  - (c) the recipient has been given a simple means of refusing (free of charge except for the costs of the transmission of the refusal) the use of his contact details for the purposes*



*of such direct marketing, at the time that the details were initially collected, and, where he did not initially refuse the use of the details, at the time of each subsequent communication.*

*(4) A subscriber shall not permit his line to be used in contravention of paragraph (2)."*

6. Regulation 2(1) of PECR defines direct marketing as *"the communication (by whatever means) of advertising or marketing material which is directed to particular individuals".<sup>1</sup>*
7. From 1 January 2021, consent in PECR has been defined by reference to the concept of consent in the UK GDPR as defined in section 3(10) of the Data Protection Act 2018 ("DPA18")<sup>2</sup>: see regulation 2(1) of PECR, as amended by Part 3 of Schedule 3, paragraph 44 of The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019/419. Article 4(11) of the UK GDPR sets out the following definition: *"'consent' of the data subject means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her".*
8. "Individual" is defined in regulation 2(1) of PECR as *"a living individual and includes an unincorporated body of such individuals".*

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<sup>1</sup> Prior to 20 August 2025, the definition of "direct marketing" had been provided for by Section 122(5) of the Data Protection Act 2018 ("DPA18"). Section 110(2)(c) Data (Use and Access) Act 2025 has since amended Regulation 2 of PECR to incorporate this definition.

<sup>2</sup> The UK GDPR is therein defined as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018

9. A "subscriber" is defined in regulation 2(1) of PECR as *"a person who is a party to a contract with a provider of public electronic communications services for the supply of such services"*.
10. "Electronic mail" is defined in regulation 2(1) of PECR as *"any text, voice, sound or image message sent over a public electronic communications network which can be stored in the network or in the recipient's terminal equipment until it is collected by the recipient and includes messages sent using a short message service"*.
11. The term "soft opt-in" is used to describe the rule set out in Regulation 22(3) of PECR. In essence, an organisation may be able to e-mail its existing customers even if they haven't specifically consented to electronic mail. The soft opt-in rule can only be relied upon by the organisation that collected the contact details.<sup>3</sup>
12. Section 55A of the DPA (as applied to PECR cases by Schedule 1 to PECR, as variously amended) states:

*"(1) The Commissioner may serve a person with a monetary penalty if the Commissioner is satisfied that –*

- (a) there has been a serious contravention of the requirements of the Privacy and Electronic Communications (EC Directive) Regulations 2003 by the person,*
- (b) subsection (2) or (3) applies.*

*(2) This subsection applies if the contravention was deliberate.*

*(3) This subsection applies if the person –*

- (a) knew or ought to have known that there was a risk that the contravention would occur, but*

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<sup>3</sup> See the Commissioner's Direct Marketing Guidance; and Electronic mail marketing | ICO

*(b) failed to take reasonable steps to prevent the contravention."*

13. The Commissioner has issued statutory guidance under section 55C (1) of the DPA about the issuing of monetary penalties.<sup>4</sup> The Data Protection (Monetary Penalties) (Maximum Penalty and Notices) Regulations 2010 prescribe that the amount of any penalty determined by the Commissioner must not exceed £500,000.<sup>5</sup>
14. PECR were enacted to protect the individual's fundamental right to privacy in the electronic communications sector. PECR were subsequently amended and strengthened. The Commissioner will interpret PECR in a way which is consistent with the Regulations' overall aim of ensuring high levels of protection for individuals' privacy rights.
15. The provisions of the DPA remain in force for the purposes of PECR notwithstanding the introduction of the DPA18.<sup>6</sup>

### **Background to the case**

16. Mobile phone users can report the receipt of unsolicited marketing text messages by forwarding the message to the spam reporting service via '7726' (spelling out "SPAM"). The Commissioner is provided with access to the data on complaints made to the 7726 service and this data is incorporated into a Monthly Threat Assessment used to ascertain organisations potentially acting in contravention of PECR.

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<sup>4</sup> Information Commissioner's guidance about the issue of monetary penalties prepared and issued under section 55C(1) of the DPA98.

<sup>5</sup> The Data Protection (Monetary Penalties) (Maximum Penalty and Notices) Regulations 2010.

<sup>6</sup> see paragraph 58(1) of Schedule 20 to the DPA18.



17. Owl Solutions Limited ("**Owl Solutions**") was incorporated on 4 March 2009, and identified itself on Companies House ("**CH**") as carrying out 'Activities of Call Centres'.
18. Owl Solutions changed its name to Allay Claims Limited in 2015, when it was purchased by Allay's CEO, Steven Bell and its two current active Directors, Stuart Phillipson Bell and Andrew Mark Stokoe.
19. Allay has two registrations with the Commissioner. The first, (under registration number Z1810082) commenced in 2009 and lapsed in 2022. Allay's current ICO registration (under registration number ZB649954) commenced in January 2024.
20. Allay came to the attention of the Commissioner following a large volume of complaints being made to the 7726 service, regarding marketing text messages sent by Allay. Over a 12-month period, 48,142 SMS complaints were made to 7726 and a further two complaints were made directly to the Commissioner via the Online Reporting Tool ("**OLRT**").
21. The marketing was mainly in relation to PPI tax refund services. An example SMS body is as follows:

*'PPI compensation and more than 400,000 have signed up. Join them today! [REDACTED]*

*Optout text PKE8ASTOP to 60777'*

22. The messages directed recipients to a landing page for [REDACTED] (a law firm). The recipient's address was displayed, with a check box to confirm whether the address is correct.

23. It was determined that due to the potential harms involved for recipients of this marketing, an investigation into Allay was necessary to establish whether Allay had complied with the requirements of regulation 22 of PECR.

### **The investigation**

24. An initial investigation letter was sent to Allay on 13 February 2024, along with a copy of the complaints made to 7726 and complaints made through the OLRT.
25. On 26 March 2024 (having been granted an extension to respond), Allay (via its legal representative) provided a response to the Commissioner's initial letter. In this response:
- a. Allay provided some of the evidence requested by the Commissioner, including copies of Allay's data protection documentation, details of its opt-out process and a list of the sender IDs it used when sending out marketing SMS.
  - b. Allay confirmed that it sent 4,101,309 SMS during the period of 1 February 2023 – 13 February 2024 (the "**Contravention Period**"), of which 4,046,947 were successfully delivered.
  - c. Allay stated that all its leads were obtained directly from Allay's customers, who had signed a letter of authority for Allay to act on their behalf.



- d. Allay disputed the volume of messages received by 7726, on the basis that some individuals had sent more than one message to the service.
26. On 28 March 2024, the Commissioner sent an email to Allay asking Allay to provide evidence of consent for each of the individuals listed on the spreadsheet of 7726 complaints, as well as details of any complaints Allay had received directly and the total number of opt-out requests it had received during the Contravention Period. Allay was also asked to explain its relationship with [REDACTED], who it promoted in its marketing messages. In this email, the Commissioner also acknowledged Allay's objection with regard to the volume of 7726 complaints and subsequently removed duplicates where recipients had forwarded more than one message on the same day, reducing the number of 7726 complaints from 48,142 to 46,657.
27. On 30 April 2024 (having been granted an extension to respond), Allay responded to the Commissioner. In this response:
- a. Allay stated that, although it initially stated it relied on legitimate interests, Allay had relied on the soft opt-in to send the marketing (regulation 22(3) of PECR), and therefore consent was not required.
  - b. Allay therefore provided no evidence of consent nor any evidence to demonstrate that it had met the requirements of regulation 22(3) of PECR.
  - c. Allay reaffirmed that all the recipients were previous customers of Allay who made a previous claim with them for PPI refunds.

- d. Allay stated that it received nine complaints directly during the period but did not provide details of these complaints.
  - e. Allay stated that it received 58,112 opt out requests during the contravention period which were acted on promptly.
  - f. Allay explained that it discovered that [REDACTED] had a group litigation order in progress with regard to PPI tax refunds. Allay had felt it was necessary to notify its customers, who had previously had PPI claims with Allay, that they could benefit from any redress that may come as a result of this group litigation order.
28. On 1 May 2024, the Commissioner wrote to Allay to request that Allay provide evidence to demonstrate that the recipients had previously used Allay's services and screenshots of the consent statements and information provided to the individual at the time that they provided their details.
29. On 20 June 2024 (following some further correspondence which was not substantive for the purposes of the investigation), the Commissioner requested that Allay provide evidence to demonstrate that it had met the conditions of regulation 22(3).
30. On 8 August 2024 (having been granted an extension to respond), Allay responded to the Commissioner's request. In this response:
- a. Allay explained that all the individuals had proactively engaged with Allay in 2019, either: i) through its online advertisements on social media; or ii) by asking to be sent further information in the form of a physical information pack. Therefore, contact details had

been provided in the course of the sale or negotiations for the sale of a product or service to the customer.

- b. Allay explained that all customers had then entered into an agreement with Allay, by way of signing Letters of Authority and Terms of Engagement.
- c. Allay provided copies of the Terms of Engagement that accompanied the Letters of Authority, and advised the Commissioner that the Terms of Engagement referred to Allay's privacy policy.
- d. Allay enclosed a copy of the privacy policy referred to, which contains a statement that personal data may be used to send communications about new product features or other news about Allay, and that customers could opt out by emailing [mydata@allay.co.uk](mailto:mydata@allay.co.uk).
- e. Allay provided screenshots of an example online journey for one of Allay's websites, 'quickppi.com'. The screenshots showed links to a Letter of Authority and Terms of Engagement, as well as a 'Click Here to Sign' button and a tick box which states, 'I agree to the Terms of Engagement'.
- f. Allay also provided copies of example physical information packs which it stated had been mailed out to customers. The physical information pack consisted of a Letter of Authority, which the customer is advised to sign and return, and the Terms of Engagement. The Terms of Engagement state that they should be retained for the customer's records.



- g. Allay also provided copies of two signed Terms of Engagement forms, which Allay stated were signed by the individuals who subsequently complained directly to the Commissioner. Allay explained that it was disproportionate for the Commissioner to expect Allay to provide all the documents it held for all relevant individuals, but stated Allay could supply these if required.

31. In follow-up correspondence, the Commissioner requested that Allay provide the evidence it held for all relevant individuals, and also queried wording in Allay's 2019 privacy policy stating that Allay relied on consent (rather than legitimate interests/soft opt-in) from its customers to send direct marketing. Allay was also asked to provide the details of the complaints it said it received directly during the Contravention Period and a copy of its annual PECR training which it provides to staff. Allay was further asked to clarify how customers requested a physical information pack.

32. In further subsequent correspondence:

- a. Allay requested a meeting with the Information Commissioner's Office, and this request was granted subject to the proviso that Allay must provide outstanding information before the meeting.
- b. Allay provided documentation for 1,000 of the individuals who had reported Allay's messages to 7726, consisting of 10,000 documents.
- c. Allay changed its position on the basis upon which it sent the messages, stating that the communications sent during the Contravention Period were not unsolicited direct marketing, but instead were service messages. This was on the basis that the

recipients were all previous customers, who appointed Allay to make a claim on their behalf in 2019. Allay stated that these messages were a continuation of the customer's claim with Allay, serving as a reminder that they may be entitled to more money from the PPI refund they were previously awarded. Allay stated, *'...it is Allay's belief that its customers would be expectant of these further updates to their claim's (or claims') potential progress and that had Allay not delivered these messages to this eligible cohort of its client population it would have been failing in its obligations as a [claims management company]'.*

- d. Allay did not provide information regarding its relationship with the organisations it promoted in its marketing ([REDACTED] and [REDACTED]) but indicated that Allay would discuss how its service operated in the scheduled meeting.
- e. In response to the Commissioner's question about how customers requested a physical pack, Allay stated that it engaged with customers in a number of ways, such as via its website or through internal calls from customers. Allay also said it interacted with these customers in person in shopping centres or they were referred by friends or family.
- f. Further to the Commissioner's query on the wording used in Allay's privacy policy, in which Allay states that it relies on consent to send marketing, Allay explained that this information refers to actual marketing messages, and not those which are the subject of the Commissioner's investigation, which it regarded to be service messages.



33. Representatives of the Commissioner met with Allay and its legal representative on 13 January 2025, at the ICO's head office in Wilmslow.
34. During the meeting, Allay set out its position that:
- a. it had a close relationship with its customers, consisting of numerous communications over a long period of time.
  - b. it felt it had a responsibility to inform the customers that they were entitled to more money, before the PPI tax refund deadline came into effect; and
  - c. all the recipients were previous customers of Allay, who had been awarded PPI, and the messages were a continuation to this claim.
35. Despite further requests from the Commissioner's representatives, Allay did not provide substantive information on the marketing it sent on behalf of third party companies such as [REDACTED].
36. The Commissioner has made the above findings of fact on the balance of probabilities.
37. The Commissioner has considered whether those facts constitute a contravention of regulation 22 of PECR by Allay and, if so, whether the conditions of section 55A DPA are satisfied.

### **The contravention**

38. Having considered the representations made by Allay, the Commissioner is satisfied that Allay has contravened regulation 22 of PECR.

39. The Commissioner finds that the contravention was as follows:
40. The Commissioner finds that between 1 February 2023 and 13 February 2024 there were 4,046,947 direct marketing SMS messages received by subscribers. The Commissioner finds that Allay transmitted those direct marketing messages, contrary to regulation 22 of PECR.
41. The Commissioner is satisfied that the SMS messages constituted unsolicited direct marketing, not service messages, such that regulation 22 of PECR is engaged. The Commissioner's guidance<sup>7</sup> makes it clear that:

*"a service message is for information only, it can't contain anything promotional"*

*"if you want to encourage a specific person to do something, such as... sign up to a campaign, it's likely to be direct marketing"*

42. The Commissioner's guidance<sup>8</sup> also confirms that:

*"If you want to send a message that actively promotes or encourages people to make use of a particular service, special offer, or upgrade, then it is likely to be direct marketing"*

*"If you have a relationship with a person, the phrasing, tone and context are likely to be a key factor in whether the message you want to send is direct marketing. For example, if a message has a neutral*

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<sup>7</sup> Marketing and data protection in detail | ICO

<sup>8</sup> Identify direct marketing | ICO

*tone and simply gives information that they need to know as part of their relationship with you this is more likely to be a service message. "*

43. The Commissioner's view is that the SMS messages sent were promotional in nature. The purpose of the SMS messages was to encourage recipients to make further claims for PPI tax refunds. The tone of the messages was promotional, and not neutral and simply informative, as would be required for the messages to constitute service messages. An example of the messages is as follows (and a further example is provided at paragraph 21 above):

*'[NAME] - you may be due more money from your PPI claims! [REDACTED]  
[REDACTED] are running a class action against major banks seeking over  
;18BILLION in additional PPI compensation and more than 400,000  
have signed up. Join them today.'*

44. All other messages were similar in tone. The Commissioner considers that there is no reasonable way in which these messages could be construed as service messages, given the purpose, nature and tone of the messages. Therefore, they are direct marketing messages.
45. In Allay's representations, Allay contended that the messages were sent to fulfil contractual obligations to complete services provided to clients, and were therefore not "direct marketing messages". The Commissioner is satisfied that the messages in question were not service messages that were required in order for Allay to fulfil its contractual obligations, and were instead direct marketing messages within the scope of regulation 22 of PECR.
46. Allay, as the sender of the direct marketing, is required to ensure that it is acting in compliance with the requirements of regulation 22 of



PECR, and to ensure that valid consent to send those messages had been obtained. The Commissioner is satisfied in this case that Allay did not hold valid consent (and indeed, Allay has not contended that it did hold such consent).

47. In the absence of consent, Allay cannot send electronic direct marketing messages to subscribers unless the requirements of regulation 22(3) of PECR (the 'soft opt-in', as set out at paragraphs 5 and 11 above) are met
48. In this instance, the Commissioner does not consider that these requirements have been met. Based on the online customer journey and evidence of the physical information pack documentation that Allay provided to the Commissioner, the Commissioner finds that customers were not offered a sufficient opportunity to refuse marketing when Allay initially collected customer details, and therefore Allay did not comply with the requirements set out at regulation 22(3)(c).
49. Although: (a) a link to Allay's privacy policy is available throughout the customer online journey; and (b) there are references within the privacy policy that inform customers that their data may be used to send communications about new product features or other news about Allay (as well as directing customers to email Allay to update their preferences), the opportunity to refuse marketing was not offered when Allay initially collected customers' details at the start of the online journey.
50. The customer was not advised during the journey, outside of the privacy policy, that Allay intended to send them electronic marketing. On the contrary, the customer was advised that they would not receive

marketing, as on each page of the journey, the following statement was displayed below the 'Next' button:

*'PERSONAL INFORMATION GUARANTEE... We do not cold call, spam or pass on your data for marketing'.*

51. The Commissioner's guidance<sup>9</sup> clearly states that:

*"You must offer an opt-out at the time you collect someone's details. Placing an opt-out within your privacy policy is not sufficient, as this doesn't make it easy or simple for people to opt-out."*

*"You must make it simple to opt out. When first collecting a customer's details, you must include this as part of the same process."*

52. In Allay's case, the information on how to opt out was buried within the privacy policy, and required customers to email Allay to opt out. This means customers had no opportunity to notify Allay upfront (for example, by way of an opt-out tick box) that they did not wish to receive marketing. The Commissioner considers that this is not sufficient to demonstrate that individuals were given a 'simple' means of opting out at data collection. Therefore, the Commissioner's view is that the requirements of regulation 22(3)(c) were not met in respect of the online journey.

53. In respect of the physical information pack, the example provided by Allay contained the Terms of Engagement which state:

*"you agree to receive information, from time to time, about products and services, from other companies in our Group, which we feel may*

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<sup>9</sup> How do we comply with the rules on sending marketing by electronic mail? | ICO



*be of interest to you. If you do not wish to receive further marketing communications, please tick here [ ]".*

54. Whilst this appears, on the face of it, to offer an opt out to direct marketing, the Commissioner finds that:
- a. this wording is not specific to Allay, instead referring only to other companies in the Group, and therefore suggests that the opt out only relates to third party marketing from those Group companies;
  - b. this statement is not present on the signed Terms of Engagement provided by Allay from one of the complainants (and, indeed, these signed Terms of Engagement did not provide any information to the customer about marketing communications from Allay). Allay has not provided any explanation for this discrepancy. This indicates that the wording was not present on the Terms of Engagement sent to all customers; and
  - c. at the top of the Terms of Engagement document mailed out to the customers in the physical pack, there is wording stating "*Keep For Your Records*". There are also clear instructions within the physical pack informing the customer that they should keep the Terms of Engagement document. It follows that if a customer ticked the box to indicate that they did not wish to receive marketing, this indication would not be communicated to Allay, as the customer is instructed to retain the form for their records. Allay could not know which customers have ticked the box, and there is no simple way for customers to communicate this to Allay without emailing Allay as described in the privacy policy. Therefore, even if this wording was included in the Terms of Engagement sent to all customers, this would not be an effective way for customers to refuse the use

of their contact details for direct marketing at the time the details were initially collected.

55. The Commissioner is therefore satisfied that Allay cannot avail itself of the 'soft opt-in' exemption provided by regulation 22(3) PECR as, contrary to the requirements of regulation 22(3)(c) PECR, individuals were not provided with a simple means of refusing the use of their contact details for the purposes of such direct marketing via SMS, at the time that the details were initially collected.

The Commissioner has gone on to consider whether the conditions under section 55A DPA are met.

### **Seriousness of the contravention**

56. Having considered the representations made by Allay, the Commissioner is satisfied that the contravention identified above was serious. This is because between 1 February 2023 and 13 February 2024, a confirmed total of 4,046,947 direct marketing messages were sent by Allay. These messages contained direct marketing material for which subscribers had not provided valid consent, furthermore the Commissioner is satisfied that Allay cannot rely on the soft opt-in exemption.
57. In addition, Allay also attempted the sending of a further 54,362 marketing messages. Although these were not received by individuals, it evidences an attempt to send large volumes of marketing messages to individuals without consent to do so or compliance with the conditions for reliance on the soft opt-in exemption.

58. The Commissioner finds that between 1 February 2023 and 13 February 2024, 48,142 complaints (reduced to 46,657 upon Allay's request to discount instances where individuals had complained more than once on the same day) were made to the 7726 service and two complaints were made directly to the ICO via the OLRT.
59. The Commissioner is therefore satisfied that condition (a) from section 55A(1) DPA is met.

### **Deliberate or negligent**

60. The Commissioner has considered whether the contravention identified above was deliberate. In the Commissioner's view, this means that Allay's actions which constituted that contravention were deliberate actions (even if Allay did not actually intend to contravene PECR).
61. The Commissioner does not consider that Allay deliberately set out to contravene PECR in this instance.
62. The Commissioner has gone on to consider whether the contravention identified above was negligent. This consideration comprises two elements:
63. Firstly, he has considered whether Allay knew or ought reasonably to have known that there was a risk that these contraventions would occur. He is satisfied that this condition is met, for the following reasons.
64. As a well-established organisation with a business model that relies heavily on direct marketing, the Commissioner considers it reasonable



as a general principle that Allay should have been aware of the rules that apply to direct marketing.

65. The Commissioner has published detailed guidance for those carrying out direct marketing explaining their legal obligations under PECR.<sup>10</sup> This guidance gives clear advice regarding the requirements of consent for direct marketing and explains the circumstances under which organisations are able to carry out marketing over the phone, by text, by email, by post, or by fax. In particular it states that organisations can generally only send, or instigate, marketing messages to individuals if that person has specifically consented to receiving them. The guidance also provides a full explanation of the “soft opt-in” exemption. The Commissioner has also published detailed guidance on consent under the UK GDPR. In case organisations remain unclear on their obligations, the ICO operates a telephone helpline. ICO communications about previous enforcement action where businesses have not complied with PECR are also readily available via the ICO website.
66. The Commissioner also provides specific guidance on placing opt-outs in privacy policies, as outlined at paragraph 51 above.
67. Additionally, Allay was investigated by the Commissioner in 2020, for a potential breach of regulations 21 and 22 of PECR. Allay ought to have known that further marketing to its PPI customers without valid consent or full compliance with soft opt-in conditions would likely result in contraventions of relevant provisions of PECR.

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<sup>10</sup> Guide to Privacy and Electronic Communications Regulations | ICO

68. It is therefore reasonable to suppose that Allay should have been aware of its responsibilities in this area.
69. Secondly, the Commissioner has gone on to consider whether Allay failed to take reasonable steps to prevent the contraventions. Again, he is satisfied that this condition is met.
70. It is reasonable to conclude that Allay failed to take reasonable steps to prevent the contravention. Prior to sending the direct marketing messages, Allay should have ensured that when details were collected from customers (and in each communication thereafter), customers were offered an opportunity to refuse marketing.
71. Allay also changed its position throughout the investigation; first stating that it relied on soft opt-in to send the messages, but then later claiming that they were in fact service messages. The fact that Allay initially claimed to rely on the soft opt-in suggests that Allay knew there was at least a possibility that the messages were direct marketing messages. The fact that Allay later changed its position to claim that the messages were service messages indicates that Allay knew that there was at least a possibility that the soft opt-in requirements were not met.
72. Additionally, despite the Commissioner's investigation, Allay appears to have made no attempt to suspend its marketing activity. Between 14 February 2024 and 14 January 2026, 118,088 additional 7726 complaints were received, along with four more complaints submitted through the OLRT.
73. Allay ought to have reviewed its marketing practices to determine whether the messages were compliant, given the large number of



recipients forwarding the message on the 7726. Reasonable steps taken by Allay may have included pausing or suspending marketing activity and reviewing customer journeys and relevant documentation to ensure new customers are provided with an opportunity to refuse marketing when their personal details are initially collected.

74. Without intervention, it is likely that Allay will continue to send unsolicited marketing on a mass scale.
75. In the circumstances, the Commissioner is satisfied that Allay failed to take reasonable steps to prevent the contraventions.
76. The Commissioner is therefore satisfied that condition (b) from section 55A (1) DPA is met.

### **The Commissioner's decision to issue a monetary penalty**

77. The Commissioner has taken into account the following aggravating features of this case:
  - a. Allay has failed to suspend marketing activity, and since 14 February 2024, a further 118,088 complaints have been made to 7726, and four complaints registered through the ICO's online report tool.
  - b. Although Allay engaged with the Commissioner throughout the investigation, including attending an in-person meeting, Allay failed to answer all questions from the Commissioner to the expected extent. In particular, the information that Allay provided to the Commissioner about the nine complaints Allay received directly was very sparse and Allay did not provide relevant documentation

for those nine complaints, nor any information about how they were dealt with or the resolution.

78. The Commissioner has not increased the amount of the proposed penalty as a result of any of these aggravating factors identified.
79. The Commissioner has not identified any relevant mitigating features of this case.
80. For the reasons explained above, the Commissioner is satisfied that the conditions from section 55A (1) DPA have been met in this case. He is also satisfied that the procedural rights under section 55B have been complied with.
81. The latter has included the issuing of a Notice of Intent, in which the Commissioner set out his preliminary thinking. In reaching his final view, the Commissioner has taken into account the representations made by Allay on this matter. Where appropriate, those representations have been considered and addressed within this Notice.
82. The Commissioner is accordingly entitled to issue a monetary penalty in this case.
83. The Commissioner has considered whether, in the circumstances, he should exercise his discretion so as to issue a monetary penalty.
84. The Commissioner has attempted to consider the likely impact of a monetary penalty on Allay but has been unable to do so given the lack of recent publicly available information. Allay was invited to provide financial representations in response to the Notice of Intent, but failed

to do so. The Commissioner considers in the circumstances that a penalty remains the appropriate course of action.

85. The Commissioner's underlying objective in imposing a Monetary Penalty Notice is to promote compliance with PECR. The sending of unsolicited direct marketing messages is a matter of significant public concern. A monetary penalty in this case should act as a general encouragement towards compliance with the law, or at least as a deterrent against non-compliance, on the part of all persons running businesses currently engaging in these practices. The issuing of a monetary penalty will reinforce the need for businesses to ensure that they are only messaging those who specifically consent to receive direct marketing.
86. In making his decision, the Commissioner has also had regard to the factors set out in s108(2)(b) of the Deregulation Act 2015; including: the nature and level of risks associated with non-compliance, including the risks to economic growth; the steps taken by the business to achieve compliance and reasons for its failure; the willingness and ability of the business to address non-compliance; the likely impact of the proposed intervention on the business, and the likely impact of the proposed intervention on the wider business community, both in terms of deterring non-compliance and economic benefits to legitimate businesses.
87. For these reasons, the Commissioner has decided to issue a monetary penalty in this case.

### **The amount of the penalty**



88. Taking into account all of the above, the Commissioner has decided that a penalty in the sum of **£120,000 (One hundred and twenty thousand pounds)** is reasonable and proportionate given the particular facts of the case and the underlying objective in imposing the penalty.

### **Conclusion and right of appeal**

89. The monetary penalty must be paid to the Commissioner's office by BACS transfer or cheque by 17 February 2026 at the latest. The monetary penalty is not kept by the Commissioner but will be paid into the Consolidated Fund which is the Government's general bank account at the Bank of England.
90. If the Commissioner receives full payment of the monetary penalty by 16 February 2026 the Commissioner will reduce the monetary penalty by 20% to **£96,000 (Ninety six thousand pounds)**. However, you should be aware that the early payment discount is not available if you decide to exercise your right of appeal.
91. There is a right of appeal to the First-tier Tribunal (General Regulatory Chamber) against:
- (a) the imposition of the monetary penalty and/or;
  - (b) the amount of the penalty specified in the Monetary Penalty Notice.
92. Any notice of appeal should be received by the Tribunal within 28 days of the date of this Notice.
93. Information about appeals is set out in Annex 1.

94. The Commissioner will not take action to enforce a monetary penalty unless:

- the period specified within the Monetary Penalty Notice within which a monetary penalty must be paid has expired and all or any of the monetary penalty has not been paid;
- all relevant appeals against the Monetary Penalty Notice and any variation of it have either been decided or withdrawn; and
- the period for appealing against the monetary penalty and any variation of it has expired.

95. In England, Wales and Northern Ireland, the monetary penalty is recoverable by Order of the County Court or the High Court. In Scotland, the monetary penalty can be enforced in the same manner as an extract registered decree arbitral bearing a warrant for execution issued by the sheriff court of any sheriffdom in Scotland.

Dated the 15 day of January 2026

  
Andy Curry  
Head of Investigations  
Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

**Annex**

**SECTION 55 A - E OF THE DATA PROTECTION ACT 1998**

**RIGHTS OF APPEAL AGAINST DECISIONS OF THE COMMISSIONER**

Section 55B(5) of the DPA gives any person upon whom a Monetary Penalty Notice has been served a right of appeal to the First-tier Tribunal (General Regulatory Chamber) (the "**Tribunal**") against the Notice.

If you decide to appeal and if the Tribunal considers:- a) that the Notice against which the appeal is brought is not in accordance with the law; or, b) to the extent that the Notice involved an exercise of discretion by the Commissioner, that he ought to have exercised his discretion differently, the Tribunal will allow the appeal or substitute such other decision as could have been made by the Commissioner. In any other case the Tribunal will dismiss the appeal.

You may bring an appeal by serving a notice of appeal on the Tribunal at the following address:

General Regulatory Chamber  
HM Courts and Tribunals Service  
PO Box 11230  
Leicester  
LE1 8FQ

Telephone: 0300 123 4504

Email: [grc@justice.gov.uk](mailto:grc@justice.gov.uk)



The notice of appeal should be sent so it is received by the Tribunal within 28 days of the date of the Monetary Penalty Notice.

If your notice of appeal is late the Tribunal will not admit it unless the Tribunal has extended the time for complying with this rule.

The notice of appeal should state: -

- a) your name and address/name and address of your representative (if any);
- b) an address where documents may be sent or delivered to you;
- c) the name and address of the Information Commissioner;
- d) details of the decision to which the proceedings relate;
- e) the result that you are seeking;
- f) the grounds on which you rely;
- g) you must provide with the notice of appeal a copy of the monetary penalty notice or variation notice;
- h) if you have exceeded the time limit mentioned above the notice of appeal must include a request for an extension of time and the reason why the notice of appeal was not provided in time.

Before deciding whether or not to appeal you may wish to consult your solicitor or another adviser. At the hearing of an appeal a party may conduct his case himself or may be represented by any person whom he may appoint for that purpose.

The statutory provisions concerning appeals to the First-tier Tribunal (Information Rights) are contained in section 55B(5) of, and Schedule 6 to, the Data Protection Act 1998, and Tribunal Procedure (First-tier Tribunal) (General Regulatory Chamber) Rules 2009 (Statutory Instrument 2009 No. 1976 (L.20)).