

The complaint

Mr P complaint is about the service he received from Bank of Scotland plc trading as Halifax ('Halifax') when raising two chargeback claims.

What happened

Mr P contacted Halifax to raise chargeback claims in relation to two transactions paid to the same retailer as follows:

Transaction Date	Transaction Amount
19 April 2023	£200.36
20 April 2023	£223.02

Telephone calls dated 25 April 2023 and 10 May 2023

From the available information, it appears Mr P initially contacted Halifax on 25 April 2023 to raise a dispute about the above transactions. During the call Mr P was told Halifax was unable to raise the disputes because the merchant hadn't had sufficient time under the relevant card scheme rules. Mr P was advised to contact Halifax on 9 May 2023 to raise the disputes.

Mr P contacted Halifax on 10 May 2023. However, during this call, Mr P was advised that only one of the disputes could be raised as the required timeframe had not lapsed. He was advised the second dispute could be raised a couple of days later. Mr P contacts Halifax again on 12 May 2023 to raise the second dispute¹.

Mr P is unhappy he was given incorrect information which resulted in him having to call Halifax again to raise the second dispute unnecessarily.

Mr P is also unhappy with the conduct of the adviser during the call on 10 May 2023. During this call, the adviser called Mr P "rude". Mr P has also raised concerns about the way the call was terminated – believing it to have been deliberately ended by the advisor. As a result, Mr P had to spend additional time calling back, waiting in the queue and reexplaining the situation because no notes had been left by the previous advisor.

Halifax issued its final response in relation to this complaint on 24 May 2023 under its reference NC10499443. Halifax accepted it had given Mr P incorrect information about the timeframes for raising the disputes. And Halifax apologised for the way the advisor spoke to Mr P. Halifax arranged for £50 compensation to be paid into Mr P's account.

Telephone call dated 27 April 2023²

¹ Mr P has raised a separate complaint about the service he received during the call on 12 May 2023. This has been addressed under a separate complaint reference number by our service and is, therefore, not the subject of the decision. I have mentioned this call purely for the purposes of providing a complete background.

Mr P has also raised a complaint about being transferred through to the wrong department during a call to Halifax on 27 April 2023. Mr P asked to speak to the credit card dispute team. However, after a long wait, Mr P was transferred to the debit card dispute team in error.

Mr P complained about this and Halifax issued its final response on 9 May 2023 under its reference NC10478951. Halifax accepted that Mr P waited a long time and was transferred to the wrong department. Halifax arranged for £35 compensation to be paid into Mr P's account for the inconvenience caused.

Unhappy with this, Mr P referred his complaint to our service. One of our investigators looked into matters and, on 6 December 2023, she issued her findings.

In short, our investigator said:

- Halifax's offer of £35 compensation for being transferred to the wrong department was fair and reasonable.
- Halifax's offer of £50 for the conduct of the agent during the call on 10 May 2023 was not enough. She recommended a further £50 (£100 in total) compensation to reflect the upset caused to Mr P.

Halifax accepted our investigators findings. But Mr P did not agree. Mr P has provided detailed reasons why he didn't agree but, in short, Mr P felt that £150 in redress was appropriate given the '*service, treatment and impact inflicted upon*' him.

Because Mr P did not agree, this complaint has been passed to me to decide.

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've reached the same outcome as the investigator. I'll explain why.

But before I do that, I note in his initial submissions to our service Mr P has said that he is seeking a certain amount of compensation as '*this would be a reminder to Halifax Clarity to train their staff and treat customers with respect*'. I think it is useful to reflect on the role of this service. This service isn't intended to regulate or punish businesses for their conduct – that is the role of the Financial Conduct Authority. Instead, this service looks to resolve individual complaints between a consumer and a business. Should we decide that something has gone wrong we would ask the business to put things right by placing the consumer, as far as is possible, in the position they would have been if the problem hadn't occurred. I've kept this in mind when considering this complaint.

Telephone calls dated 25 April 2023 and 10 May 2023

Halifax has already accepted that it did something wrong, so it is not necessary for me to decide that. Instead, my decision is focussed on whether the compensation Halifax offered is fair and reasonable in the circumstances.

² There is some conflicting information about the date of this call. The evidence appears to show the call took place on 27 April 2023, although it could have taken place on 3 May 2023. As it makes no material difference to the outcome I have reached, I am going to proceed on the basis the call took place on 27 April 2023.

I can see Mr P feels strongly about what happened during these calls and the impact it had on him. That is clear from what he has said to our service in his initial submissions and also in response to our investigator's findings. I would like to thank Mr P for sharing this information, which I imagine wasn't easy to do.

I have no doubt that being given incorrect information regarding the timescales within which he can raise the claim – resulting in having to call back to raise each claim separately - would have been both inconvenient and frustrating.

However, I think this inconvenience and frustration would have been tempered by the fact that most (if not all) of the details regarding the second dispute were provided and logged during the call on 10 May 2023, so the second dispute was raised after a fairly quick call to Halifax. Therefore, I am satisfied that whilst Halifax made a mistake which resulted in a degree of frustration and inconvenience, it was one that could be (and was) relatively easily rectified. So, I don't think Halifax needed to do anything further in relation to this point.

I'll now turn to the call on 10 May 2023. I've listened to this call and the service Mr P received was below the level of customer service he had a right to expect. Mr P was not rude during the call and to have been wrongly accused of being so would have been upsetting and, in Mr P's words, left him feeling '*completely degraded*'. Bearing in mind what Mr P has told us about his circumstances and the impact this had on him I don't think Halifax's offer of compensation went far enough.

I agree with the investigator's suggestion of a compensation award of an additional £50 (£100 in total) for the upset this caused. I think this a fairer reflection of the impact Mr P has told our service this had, which I have no reason to doubt or disbelieve.

I understand Mr P feels that the agent deliberately ended the call. And to support this assertion, Mr P has said '*the very fact that [the agent] did not call me back nor leave notes to assist the next agent in dealing with my inquiry goes to show [the agent] had resentment towards me and did not wish to help me whatsoever*'.

Having listened to the recording the call ends after a period of around a minute of silence whilst Mr P was trying to send documents relevant to his chargeback in an alternative format. There is a muffled sound with a few seconds left of the recording which sounds like Mr P beginning to say something before stopping. I can't say with certainty how or why the call ended early. But where there's conflicting information about what happened and gaps in what we know, my role is to weigh the evidence we do have and to decide, on the balance of probabilities, what's most likely. I must be fair to both sides.

I don't agree that the failure of the advisor to leave notes or to call Mr P back is evidence of a resentment held by the advisor which drove them to terminate the call early. By this stage in the call things seems to be back on track and the advisor is trying to assist Mr P in progressing the chargeback claim. So it strikes me as equally likely the call ended because of a technical error or a signal problem. Given the lack of supporting evidence to show that Mr P is correct, I don't find that Halifax terminated the call deliberately and I won't be asking Halifax to do anything further in relation to this point.

Telephone call dated 27 April 2023

Mr P is unhappy that he was transferred to the debit card disputes team, rather than to credit card disputes, when he called on 27 April 2023. This was compounded by the fact that when he asked the advisor to be put through to the right department he was advised that they

were not available at that time. Therefore, Mr P experienced a long and, ultimately unnecessary, wait.

As I've said, Halifax has accepted that Mr P waited a long time and was transferred to the wrong department. And, in doing so, it arranged for £35 compensation to be paid into Mr P's account for the inconvenience caused.

Having thought carefully about what has happened, I think this offer is fair and reasonable. I understand that having to wait quite some time before discovering he had been through to the wrong department would have been frustrating. And to then discover the correct department wasn't available would have added to this frustration.

I accept that this resulted in Mr P having to take time out of his day needlessly but, looking at things in the round, I think the inconvenience caused would have been relatively modest and short-lived.

With that in mind, I think the compensation award of £35 is within the range of an award I would have recommended had Halifax not made it. So I don't think Halifax need to do anything further in relation to this point.

Putting things right

For the reasons I have explained above I require Halifax to pay Mr P a further £50 (if it has not already done so) for the service it provided during the telephone call on 10 May 2023. This brings the total award to £100 for the distress and inconvenience caused in relation to this call.

I think Halifax's offer of £35 is fair and reasonable in relation to Mr P's complaint about the telephone call on 27 April 2023 and, therefore, I don't require Halifax to do anything further in relation to this point.

My final decision

For the reasons I've given above, I uphold Mr P's complaint.

Halifax should put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 26 July 2024.

Ross Phillips
Ombudsman