

## **The complaint**

Mr L is unhappy that Bank of Scotland plc (“BOS”) won’t honour money transfer terms they displayed to him and which he accepted.

## **What happened**

On 14 December 2023, Mr L received a promotional offer from BOS which said that any money transfers he undertook within the promotional timeframe would either be subject to 0% interest for twelve months with a 5% fee or subject to 6.7% interest for 24 months with no fee. The promotional offer expired on 31 December 2023.

On 3 January 2024, Mr L instructed a money transfer on his BOS mobile banking app. At that time, he was offered the money transfer on the same basis as the promotional offer that had expired three days previously, and he selected and accepted the money transfer subject to 0% interest for twelve months with a 5% fee.

However, when Mr L checked his credit account statement in February 2024, he found that the promotional offer he’d accepted hadn’t been applied and that the money transfer was subject to BOS’s standard terms, which at that time included an interest rate of 24.71% and a 5% fee. Mr L wasn’t happy about this, so he raised a complaint.

BOS responded to Mr L but confirmed that the promotional Mr L had expected to receive had expired on 31 December 2023 and that there hadn’t been any promotional offers in effect for money transfers when Mr L instructed the money transfer on 3 January 2024. Mr L wasn’t satisfied with BOS’s response, so he referred his complaint to this service.

One of our investigators looked at Mr L’s complaint. But they didn’t feel that BOS had most likely incorrectly offered the expired promotional terms to Mr L, and so didn’t uphold the complaint. Mr L 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 also note that Mr L has provided several detailed submissions to this service regarding his complaint. I’d like to thank Mr L for these submissions, and I hope he doesn’t consider it a discourtesy that I won’t be responding in similar detail here. Instead, I’ve focussed on what I

consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mr L notes that I haven't addressed a specific point he's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both Mr L and BOS. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Upon consideration, it seems to me that the pivotal aspect of this complaint is what Mr L would have seen when instructing the money transfer on 3 January 2023. Mr L has said that BOS's mobile banking app offered him the terms from the promotion that had expired a few days earlier, on 31 December 2023, and that he accepted those past promotional terms when he undertook the money transfer.

BOS disagrees. They say that their app wouldn't have displayed the past promotional terms to Mr L because that promotion had expired. Instead, they say that Mr L would have been presented with their standard money transfer terms, which consisted of an interest rate of 24.71% and a 5% fee. And they've provided system logs which they say confirm that Mr L was presented with their standard money transfer terms when he instructed the transfer, which he accepted.

In situations such as this, where the testimonies of the complainant and the respondent business sit in contradiction with one another, I must decide which of the two proposed versions of events I feel is most likely to have happened – on balance, and in consideration of all the information and evidence available to me.

In this instance, I find BOS's position to be the more persuasive. This is because I feel it's unlikely that BOS's mobile banking app would have displayed and offered terms that related to a promotion that had expired several days earlier. And I also feel that the system logs provided by BOS – which include reference to the standard money transfer terms – indicate that Mr L was most likely presented with BOS's standard money transfer terms on 3 January 2024 when he instructed the transfer.

As such, I feel that what's most likely to have happened here is that Mr L incorrectly believed that the promotional offer he'd received on 14 December 2023 was still active and valid on 3 January 2024 and that he instructed the money transfer on that date without checking and confirming whether that was the case.

I also feel it's likely that Mr L was presented with BOS's standard money transfer terms when he instructed the money transfer on BOS's mobile banking app on 3 January 2024, but that he didn't pay due attention to the terms he was presented with because he incorrectly believed that the promotional term that had expired on 31 December 2023 was still in effect. And while I concede that this is unfortunate for Mr L, I don't feel that it can be fairly said that BOS have acted unfairly in this scenario.

It follows then that I won't be upholding this complaint or instructing BOS to take any further action. Ultimately, this is because it isn't BOS's fault if Mr L didn't check the terms of the money transfer he was instructing on 3 January 2024, as I feel is most likely to have happened here.

I realise this won't be the outcome Mr L was wanting, but I hope that he'll understand, given what I've explained, why I've made the final decision that I have.

**My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 15 July 2024.

Paul Cooper  
**Ombudsman**