

The complaint

Mr S complains Bank of Scotland plc trading as Halifax (“Halifax”) offered him a promotional balance transfer offer but when he applied it wasn’t available to him.

What happened

Mr S is unhappy as the balance transfer offer with a promotional 0% interest rate offered on 7 January 2024 with a deadline date of 31 January 2024 wasn’t available to him when he applied on 30 January 2024. He complained to Halifax.

Halifax initially thought it had informally resolved the complaint with Mr S, upholding it on poor service and misinformation. It offered him £60 compensation which Mr S accepted and Halifax wrote to him on 2 February 2024 to reflect this informal resolution. When we referred the complaint to Halifax it reviewed its initial response. It agreed with the decision to uphold the complaint on service and information but felt the compensation offered was rather low and a further £40 was warranted bringing the total compensation to £100. Halifax remained of the view there was poor service when Mr S called about the transfer but told us all balance transfer offers are subject to status and in Mr S’s case it couldn’t offer any promotional rate offers.

Our investigator issued two views. The first was prompted by the increased settlement offer from Halifax of £100 compensation, which she recommended as a reasonable settlement on the facts known to her at that point.

Mr S rejected this view for a number of reasons. Firstly, due to the financial situation he’d been left in by the withdrawal of the offer and the stress involved for him and his family. He also said the eligibility check for the offer only applied when the request for the transfer was made. So, as he’d never had the opportunity to apply, he thought no checks should have been made. And in respect of the withdrawal clause in the offer he pointed out it was stated the promotional rate of 0% could be withdrawn not the promotional offer.

After a full review our investigator issued a further view but her decision remained the same. She didn’t think Halifax had done anything wrong in deciding to no longer offer the promotional rate and balance transfer. And, in respect of the misinformation and service failing she thought the £100 offered was reasonable.

Mr S disagreed and asked for an ombudsman to make a 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.

As much as I understand Mr S’s frustrations with the situation, I’ve got to look at whether Halifax did anything wrong. It doesn’t dispute customer service failings and giving incorrect information to Mr S. For that I think the £100 *now* offered is a reasonable reflection of the inconvenience caused and the sort of award I’d have made had it not already been

suggested.

In respect of the more substantive issue - whether Halifax has done anything wrong in deciding to no longer offer a balance transfer at a promotional rate - having reviewed all the evidence here I don't think it has. So, I'm not going to uphold that part of the complaint. I'll explain my reasons.

- The screen shot Mr S sent us from 7 January 2014 when he first became aware of the promotional offer said in bold *"Promotional rates may be withdrawn; check your available rates before making a transfer."*
- The offer goes on to say *"Transfer requests are subject to further eligibility and security checks at the point of request..."*
- The screenshot of the reminder message Mr S received on 16 January 2024 said he *"could"* use some available credit for a transfer.
- Halifax's terms and conditions for credit card accounts say it *"may make promotional offers available to you in the future if you are eligible"*.

I'm satisfied this information, available to Mr S at the time, made it clear any balance transfer offered was at the discretion of Halifax. It wasn't automatic and would've been subject to eligibility and some checks. So, I'm not persuaded Halifax have done anything wrong on this point. And my reasoning applies to the offer either in its entirety or simply the promotional rate offered.

The complaint records note Mr S told Halifax, at the point he tried to take up the offer - 30th January 2024 - it wasn't showing online anymore. Halifax later explained to us, whilst it can't give specific reasons for this instance, it does regularly review customer eligibility and customer records. Any such review would be a commercial decision for the business and not something this service would ordinarily be able to comment on. But this review process could explain why Mr S initially saw an offer but, by the time he wanted to apply, it was no longer showing as available. So, although I hear Mr S's concerns that credit checks were carried out although he hadn't applied, I'm not satisfied that's what happened here.

It's unhelpful and unfortunate that the correct position wasn't made clear to Mr S at the time he wanted to apply for the offer. In respect of that part of the complaint I think the offer Halifax has made is reasonable, so I make an award in those terms. But, from the information before me, I can't say Halifax have done anything wrong in no longer offering the promotion to Mr S. So, for the reasons I've explained, I'm not going to uphold this part of the complaint.

Putting things right

In respect of the customer service failing and misinformation Halifax should pay Mr S £100 compensation for the misinformation.

My final decision

My final decision is that I partially uphold this complaint. In respect of the customer service failing and the misinformation given to Mr S Bank of Scotland plc trading as Halifax should pay him £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 23 October 2024.

Annabel O'Sullivan
Ombudsman