

The complaint

Miss F complains that about a credit card with Sainsburys Bank Plc. She applied online for a credit card which offered up to 22 months 0% interest on balance transfers with a 0% balance transfer fee but didn't receive what she applied for.

What happened

In October 2022 Miss F applied online for a credit card with Sainsburys. The card was advertised as a low balance transfer fee card.

Miss F applied for a balance transfer card with 0% interest for 22 months with no balance transfer fee. However, the card offered to Miss F was 0% interest for 14 months with a 1% balance transfer fee.

Miss F signed the agreement electronically and then contacted Sainsburys to complain. She asked Sainsburys to cancel the application and remove the credit search.

In response, Sainsburys said that its website advised that the interest rate was determined based on a customer's individual circumstances and that a lower term for balance transfers might be offered with a variable balance transfer fee. Sainsburys said that the pre credit information displayed on the e-signature screen stated a balance transfer of 14 months and a transfer fee of 1%. Sainsburys said that the promotional period and the balance transfer fee were correct and that because Miss F had accepted the account, it was unable to cancel the application. It said that once Miss F had received the card, she could contact them and request her right of withdrawal.

Miss F complained to this service. She said the terms and conditions of the card hadn't been made clear to her during the application process and as a result of Sainsburys not allowing her to cancel the application she'd been declined for credit elsewhere.

Our investigator didn't uphold the complaint. She said Sainsburys had explained that a shorter 0% period and a 1% fee might apply depending on circumstances and that the details of the account being offered to Miss F had been made available to her to read before she ticked the box to confirm she wanted to go ahead.

Miss F didn't agree. She said she hadn't been able to download any of the details of the account and that she hadn't been advised that she would be unable to transfer a balance from the type of credit card she held already.

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 reviewed the online application process which Miss F went through. The product information states that Sainsburys may offer a shorter period than 22 months with a fee of 0% or 1% depending on the circumstances. The product information also states that

Sainsburys may not be able to process balance transfers from some providers and gives the consumer an option to click on “check our exclusions”. If a consumer clicks on this, they are directed to contact Sainsburys to obtain clarification of whether a transfer can go ahead.

All of this information is displayed before a consumer can click “apply now”.

Once the “apply now” option is clicked, the screen displays four documents comprising the credit card agreement, the explanation of the agreement, the pre contract credit information sheet and the terms and conditions. The balance transfer offer and applicable fee are stated in the pre contract credit information. In order to progress the application, a consumer is required to confirm that the four documents have been read and understood.

Miss F would’ve had to tick a box to say that she’d read and understood the terms and conditions of the account before confirming that she wanted to go ahead.

I appreciate that Miss F has said that she couldn’t download the terms and conditions. However, I’m satisfied that the terms and conditions of the account were made available for Miss F to read, and if she had read the documents, she would’ve seen the length of the interest free period and the balance transfer fee. I’m satisfied that Miss F was given the information about the account she was being offered and that she could’ve called Sainsburys before applying to check that her balance could be transferred from her existing credit card.

In order to uphold this complaint, I would need to be satisfied that Sainsburys made an error or treated Miss F unfairly. I haven’t seen any evidence to suggest that this is the case. Based on what I’ve seen, Miss F was provided with all the information she needed to make an informed decision as to whether to proceed with the account. In the circumstances, I won’t be asking Sainsburys to do anything further.

My final decision

My final decision is that I don’t uphold the complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss F to accept or reject my decision before 3 April 2023.

Emma Davy
Ombudsman