

The complaint

Mr S complains Bank of Scotland plc trading as Halifax sent him an offer for a balance or money transfer on his credit card, but the offer wasn't available when he went to apply.

What happened

Mr S received a letter from Halifax setting out available rates for balance and money transfers – and the letter said these offers were available until 31 January 2023. But when Mr S went to his mobile banking app before this deadline, the offers weren't available.

In response, Halifax said they regularly review eligibility for offers and use internal and external information to do so. They said they couldn't specifically tell Mr S why his offers had been removed but they did say he was not eligible at that time for the balance or money transfer offers. They apologised the inconvenience.

Mr S wasn't happy with this response. So referred his complaint to our service.

An Investigator considered Mr S' concerns. He said, in summary, the offer was just that, an offer – and there were no guarantees Mr S would get the balance or money transfer if he applied. And, he was satisfied the offer had been removed in line with Halifax's lending criteria and so they weren't obliged to tell Mr S specifically why they had done this.

Mr S didn't accept the Investigator's findings. He said the letter Halifax had sent was misleading because the offer was never made available to him in the app.

As Mr S didn't agree, the complaint was passed to me to decide. I issued a provisional decision. Those findings are set out below and form part of this decision.

Provisional Findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr S has provided a copy of the letter he received from Halifax detailing the offers. I can see that it says:

Transfer requests are subject to further eligibility and security checks at the point of request, but these will not affect your credit score. These rates only apply to new transfers made by 31 January 2023, on credit card number ending...

So I agree with our Investigator that there was no guarantee Mr S would have received these rates.

The letter does say that further checks will be made at the point of requests and that rates applied to transfers made by 31 January 2023, so I can see why Mr S wasn't expecting them to have been withdrawn before this date.

Halifax has explained they regularly review customers' eligibility and offers. As a lender, they have an obligation to do so responsibly so I don't think Halifax has made a mistake by keeping Mr S' circumstances under review. Halifax has explained the offer was withdrawn because Mr S' no longer met their criteria to be eligible for the offers. Our rules allow us to accept evidence in confidence, so I can't share precisely why Mr S was no longer eligible. But I'm satisfied Halifax were entitled to decide whether Mr S was or wasn't eligible for the offer in line with their lending criteria.

Halifax's letter setting out the offer was dated January 2023 – but Halifax's records show it was sent out on 12 December 2022. Based on the information Halifax has provided, it seems Mr S' eligibility changed sometime in December 2022. Despite repeated requests, Halifax haven't provided evidence of precisely when Mr S' eligibility changed. So as I don't know when this happened and because Halifax have sent post-dated correspondence to Mr S, I can't be satisfied Halifax haven't made a mistake by inviting Mr S to apply for offers he wasn't eligible for at the time the letter was sent. The letter being dated January 2023 also gives the impression the offer will be open throughout January, even though it was seemingly removed some time in December 2022.

So I've found Halifax raised Mr S' expectations by inviting him to apply, which he intended to do by logging into the app. And I think that's caused some distress and inconvenience. So I intend to require Halifax to pay Mr S £100 in recognition of this.

Responses to my provisional decision

Halifax said they accepted my provisional findings.

Mr S said he accepted my decision, but had further comments which I've summarised as follows:

- He still felt the letter was misleading, and not in line with Halifax's obligations under Consumer Credit Sourcebook (CONC) 3.3, having been dated January 2023 when the offer had seemingly been withdrawn prior to that.
- He was unhappy Halifax withdrew the offer without letting him know.

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.

Mr S remains unhappy that Halifax withdrew the offer without telling him and felt the letter was misleading. But, as I've already found Halifax shouldn't have invited him to apply for something I think he likely wasn't eligible for, I don't think this makes a difference to the overall outcome of his complaint.

Overall, I'm still satisfied Halifax made a mistake by sending the offer letter to Mr S when it seems likely he wasn't eligible for the offers. I'm also still satisfied Halifax should pay Mr S £100 in recognition of the distress and inconvenience caused.

My final decision

For the reasons set out above, I uphold Mr S' complaint.

To put things right, I require Bank of Scotland plc trading as Halifax to pay Mr S £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or

reject my decision before 1 September 2023.

Eleanor Rippengale
Ombudsman