

The complaint

Mr W complains that Bank of Scotland plc trading as Halifax told him that a money transfer offer would be available until a certain date and then withdrew the offer before he could carry out the transfer.

What happened

Mr W called Halifax on 2 August 2023 to ask whether a money transfer offer was still available on his account. Its adviser confirmed it was, with an expiry date of 1 September 2023 at that time. Mr W says that, reliant on that, he paid in over £7,600 to clear the outstanding balance on his account. He says he then intended to take advantage of a further money transfer offer to his account and called on 15 August 2023, however he was advised the promotional offer had since been removed.

Mr W complained to Halifax and said that he wouldn't have paid off the balance had he known that the offer could be withdrawn. In its final response letter, Halifax said that when Mr W initially called on 2 August he was eligible for the offer. But it had since completed a review and decided he was no longer eligible to complete balance or money transfers. This was due to a review of the information it held on him internally and/or information from his credit file. It said that it regularly reviewed accounts for all its customers as it knows customers' circumstances can change.

On referral to the Financial Ombudsman Service, our Investigator said that Mr W was given misleading information and there was a lack of clarity or communication following the call where he was told the offer was available. So it should pay £100 compensation.

Halifax agreed to make the payment of compensation.

Mr W agreed with the findings but felt that the compensation awarded was not sufficient and that Halifax should be required to provide the promotional offer to him or pay to compensate him for his losses that he had made by paying his card off.

The matter has been passed to me for further consideration.

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.

When Mr W spoke to Halifax's adviser on 2 August it appears that he was told that he was eligible for the promotional offer up until 1 September. He doesn't appear to have been told that the offer could be withdrawn at any time. I bear in mind that the adviser did not have access to Mr W's records or to his external credit record. Nevertheless, I do think that the adviser could have told him, as set out in the terms and conditions, that promotional offers are subject to eligibility.

It appears that the offer was withdrawn because Halifax determined that Mr W was no longer eligible for it. And whilst Halifax's terms and conditions don't specifically say that promotional offers can be withdrawn they do say that such offers are subject to eligibility. It is unfortunate that in this case Halifax determined Mr W's eligibility between his phone call on 2 August, when he was eligible, and 15 August when it had been determined that he was no longer eligible. So this wasn't the premature withdrawal of an offer but a withdrawal based on his eligibility. I don't know the specific reasons why Halifax decided that Mr W wasn't eligible any longer but it does appear to be following a review of his internal record and his credit record.

I note that Mr W asserts that he's made losses because of having paid off the credit card account. I know that he contacted Halifax to try to get the payment reversed but I assume he was not successful with this. Nevertheless I'm not persuaded that he did make any losses, He has the benefit of the full credit limit on his card. And I think that the most he could have been told by Halifax's adviser on 2 August was that he would have been entitled to the promotional offer so long as he remained eligible for it. I don't know for sure, but in my opinion, I think it's most likely that Mr W would still have gone ahead and paid off the balance on his card.

So I don't think that Halifax should pay any additional compensation or be required to provide the promotional offer to Mr W.

As I think that Halifax should have told Mr W that the promotional offer was subject to his eligibility for it, it is fair that it pays compensation of £100.

Putting things right

Halifax should pay Mr W £100.

My final decision

I uphold the complaint and require Bank of Scotland plc trading as Halifax to provide the remedy set out under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 28 December 2023.

Ray Lawley
Ombudsman