

## **The complaint**

Mrs H complains that Tesco Personal Finance PLC didn't apply the correct promotional rate interest offer to her credit card when she asked it to.

## **What happened**

The facts of this complaint are well known to both parties, so I won't repeat them again here in detail. I'll focus on giving my reasons for my decision.

In summary, Mrs H applied for a balance transfer with a promotional rate of 0% per year and a fee of 2.99% in December 2021. Mrs H says the promotional offer was for a 0% interest rate for 18 months. However, in or around January 2023 Mrs H received a message from Tesco advising she had under paid her amount due for the month. She contacted Tesco and was told her balance transfer had expired and so her fixed payment amount wasn't enough to cover the minimum payment.

She contacted Tesco to resolve the issue, but she wasn't able to do so, and so she complained. Tesco considered her complaint but didn't think it acted unfairly and didn't think it had been unreasonable in not applying the 0% interest rate for 18 months. As Mrs H remained unhappy, she referred the complaint to our service.

Our investigator didn't uphold Mrs H's complaint. They felt Mrs H had made the transfer online in her banking app in December 2021, but Tesco had confirmed that the only offer available on her account at the time was for 12 months and not 18 months as Mrs H believed. As they felt there was no promotional offer attached at the time of the transfer for 18 months, they didn't think Tesco had made any errors in applying the interest at the end of the balance transfer period of 12 months in line with its terms and conditions of the account.

Mrs H didn't agree and asked for an ombudsman to make 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.

Tesco has told us that no promotional offer was available on Mrs H's account for 18 months when she completed her balance transfer in December 2021. Tesco told us when it offers existing customers a promotional balance transfer offer it will normally send out an email to the customer informing them of the relevant promotion that applies to their account.

Tesco has sent us internal records showing the promotional offers available to its existing customers and those specifically available to Mrs H. There is a limited time to accept the offers and the offer available to Mrs H at the time needed to be taken out by 10 December 2021. The information provided by Tesco also shows this was a 12 month offer which would expire in December 2022. While Mrs H feels she had an offer available for 18 months, the records provided by Tesco show there wasn't a 0% promotional offer available for this length of time on her account in December 2021.

I've also considered the other information provided which includes templates of emails sent to customers letting them know of the balance transfer offers available on their accounts. These templates show that customers are provided with details of the rates on offer and how long they will last. I'm satisfied that Mrs H would have been sent this email from the evidence provided by Tesco.

We asked Mrs H to provide us with any evidence from when she made the balance transfer to show she was taking a 0% promotional offer for 18 months. But Mrs H hasn't been able to provide us with any evidence, which I would have normally expected her to be able to do considering the way in which Tesco would have notified Mrs H about any offers available to her.

I understand Mrs H says this email would have gone into her junk or spam folder but where the evidence is incomplete or inconclusive, I have to base my decision on the balance of probabilities, so I reach my decision based on the evidence that we do have, as well as what I consider is most likely to have happened in the circumstances. So without this email setting out she had the promotion for 18 months, I'm more persuaded by the evidence provided by Tesco.

I say this because in addition to the internal records Tesco has also provided us with the statement from October 2022, which also highlights Mrs H's balance transfer would expire in December 2022. Tesco also provided us with a copy of the letter they sent to Mrs H in November 2022 informing her that the balance transfer was due to expire. So overall I'm persuaded that the balance transfer offer Mrs H took out in December 2021 was for 12 months and not 18 months as Mrs H believed.

I appreciate Mrs H will be disappointed with my decision but in the absence of any evidence from her showing that the offer was available in December 2021 for 18 months, I'm unable to conclude that Tesco have made an error in how they have handled the balance transfer request from her. So it follows that I don't require Tesco to do anything further.

### **My final decision**

For the reasons mentioned above, I don't uphold Mrs H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 16 April 2024.

Jag Dhuphar  
**Ombudsman**