

## **The complaint**

Mr H – who has a representative – complains that he's having problems with Bank of Scotland plc trading as Halifax's new cards as they're no longer embossed.

## **What happened**

Mr H has an account with Halifax with a debit card and accounts with two other banks with cards too. He doesn't use the card for one of the accounts he holds elsewhere, and the card for the other account he holds elsewhere is, at the moment, embossed.

Mr H went into a Halifax branch in March 2022 to take out cash. He says that a member of staff offered to arrange a new card for him as she could see he had an old-style card. He says the member of staff didn't let them know that their new card – unlike their existing one – wouldn't be embossed. Mr H has told us that he's blind, that Halifax knows this as it sends him correspondence in a format that's accessible for him and that he uses embossing to identify the fact that he's holding his Halifax card and that he's holding it the right way round. Mr H complained to Halifax when he received his new card and realised it wasn't embossed. His embossed card wasn't due to expire for a year so didn't need replacing.

Halifax looked into Mr H's complaint and said that as physically embossed numbers are no longer needed for a card to function it, along with the majority of the banking industry, had moved over to printed cards. Halifax said it had, however, spoken to its disability support team and that it could send him sticky raised dots to help him distinguish between his cards. That was in July 2022. Halifax says it tried to speak to Mr H about this but was unable to do so. So, it sent him sticky raised dots in August 2022. Halifax also paid Mr H an additional £50 in compensation on top of the £30 it had already paid saying that it should have supported him better. In addition, Halifax let Mr H know that it was aware the business that offered him one of his other accounts would be moving to printed cards in 2023 but planned to include accessibility features such as raised dots to help identify their card and with orientation. Halifax said it would replicate these features in due course.

Mr H was unhappy with Halifax's response and complained to our service. He said that Halifax hadn't checked that the sticky raised dots were a suitable option for him, or that he could apply them correctly and independently. He said he wanted Halifax to go back to issuing embossed cards. In the meantime, he says he taped the embossed card to his flat card so he could still identify his Halifax card. He says he generally only uses the card to obtain cash which he does from a branch in any event so this hasn't greatly restricted what he can do.

Following our involvement, Halifax said that it's now aware that a lot of visually impaired customers had relied on embossed numbers to help them identify cards and that it was, therefore, looking into alternative designs for its card including adding tactile dots. That's despite the fact that embossed numbers weren't originally designed as an accessibility feature. Halifax said it was speaking to RNIB about its plans, but it couldn't say when it would be introducing tactile dots.

Our investigator didn't think Halifax had thoughts about the impact of its changes on Mr H.

So, they recommended £500 in compensation for the distress it had caused. Initially Halifax didn't accept our investigator's recommendations and asked for Mr H's complaint to be referred to an ombudsman for a final decision. Since then, Mr H says Halifax has destroyed his embossed card meaning he no longer has a workaround. Halifax accepts that Mr H was due to pick up his old card from one of its branches – it appears he left it by mistake – and that a member of staff destroyed it as it had been left for some time. Halifax accepts that this was an error on its part and agreed that this error on top of the issues Mr H had complained about warranted £500 in compensation. The card was destroyed two months ago, and Mr H was issued with a new printed card. Mr H still wants Halifax to issue him with an embossed card.

### **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.

Last month I issued a provisional decision. In that provisional decision I said the following:

*"I accept that debit and credit cards used to be embossed so that an imprint of them could be taken when they were used to pay for goods and services. Advances in technology means that's no longer necessary. So, I can understand why businesses like Halifax looked into new designs for their cards. I also accept that many businesses took this as an opportunity to make their cards more accessible. For example, by increasing the font size on their cards and using colour schemes that allowed for greater contrasts.*

*Halifax says it spoke to RNIB when it was considering new designs. I haven't necessarily seen evidence of that, but I can see that following the introduction of printed cards Halifax has said that it now understands that some customers use the embossing to help them identify their cards. So, Halifax appears to accept that it needs to do more for Mr H.*

*In this case I can see that Halifax looked into Mr H's complaint and thought that raised dots that it had started producing for visually impaired customers that they could stick onto their cards would help Mr H to differentiate between the cards he has. And that Halifax sent him sticky raised dots so that he could use them. In its letter to Mr H enclosing the sticky raised dots Halifax said:*

*"stick them in the top right corner"*

*of the card. I can understand why Mr H wasn't happy that Halifax hadn't checked that this option was suitable for him, or that he'd be able to apply the stickers himself. I can, however, see that Halifax tried to speak to Mr H several times and thought carefully about whether to send the sticky raised dots to him or not without checking further. I don't think that this was necessarily unreasonable – it's clear that Halifax was trying to help. I do, however, note that in August 2023 Halifax sent guidance to its branches about these sticky raised dots and that advice said:*

*"stick them in the bottom right-hand corner"*

*And that sticking them elsewhere might interfere with the working of the card. I haven't seen anything from Halifax to show that it tested the sticky raised dots before deciding that they were a solution in July 2022. But the change in advice suggests that further work has been done and that sticking the raised dots anywhere other than the bottom right-hand corner can have an impact on the working of the card. And that Mr H might*

*well have had problems had he followed the instructions he'd been sent in July 2022. As it happens Mr H came up with his own solution – namely to tape his old, embossed card to his flat card so he could still identify his Halifax card. He's told out that he generally only uses the card to obtain cash which he does from a branch in any event so this hasn't greatly restricted what he can do. This workaround no longer works because Mr H no longer has his old, embossed card for reasons I've already mentioned.*

*Halifax has accepted our investigator's recommended compensation, but only because of the more recent problems Mr H has had. In this case, however, I think £500 is fair and that what's more important is making sure Mr H has a way of differentiating his cards going forwards. Because of this I'd like Mr H to let us know more about his visual impairment when he replies to this provisional decision and the impact it has on him. Mr H has told us that he's blind, so I assume that this means he has no vision. But it would be much better to know than assume as there's a huge variety of visual impairments, each of which have different impacts. In addition, I'd like Halifax to confirm whether or not it's now issuing cards with tactile dots and / or any other accessibility features that might help Mr H to differentiate his cards going forwards and / or its plans to do so. That information will hopefully allow for a solution to be identified."*

Both parties were invited to comment on my provisional decision, and both did. I also spoke to both parties – in other words Mr H's representative and Halifax. Mr H's representative, at my request, confirmed that Mr H has no residual vision other than the ability to distinguish between light and shade. In addition, they confirmed that Mr H has a condition that affects the sensitivity of his fingers meaning he finds the dots that are on his new Halifax card difficult to detect, but that they now understand the significance of a half moon cut out on his new card and that he can use this to help orientate his card when using a machine. In short, he'd still prefer a card with embossing. Mr H's representative also confirmed that they now have an embossing machine and are happy to work with Halifax to try and find an embossed solution. Halifax accepted my provisional decision and said that one of its departments would see if there was anything further it could offer.

I forwarded Mr H's representative's offer to Halifax as I thought that this was a useful offer and that there might be a win / win outcome. Halifax has forwarded this offer to the department I've just mentioned and it looks like they'll take up the offer.

## **Putting things right**

In my provisional decision, I said the following:

*"I'm satisfied that Halifax's printed cards have caused, and continue to cause, Mr H problems when it comes to differentiating his cards. As I've just mentioned, I'd like both parties to help identify a solution going forwards. In the meantime, I consider the compensation to which Halifax has now agreed is fair and reasonable when taking into account all of the distress and inconvenience that Mr H has experienced. So, that's the award I'm minded to make."*

Both parties have now agreed that £500 in compensation is fair and reasonable. And Mr H's representative has made a useful offer that I think it would be sensible for Halifax to take up. It looks like Halifax will do so, which is encouraging. I, therefore, remain of the view that the outcome I set out in my provisional decision is fair.

**My final decision**

My final decision is that I'm upholding this complaint and require Bank of Scotland plc trading as Halifax to pay Mr H £500 in compensation. In addition, I'd like both parties to help identify a solution going forwards.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 18 April 2024.

Nicolas Atkinson  
**Ombudsman**