

## **The complaint**

Miss P complains about Bank of Scotland plc, trading as Halifax, delaying her replacement debit card. Also, not providing her with sufficient cash during the period of delay, which caused her distress and inconvenience.

## **What happened**

Miss P explains that she has several health conditions, and she finds it difficult to walk and use public transport.

Miss P moved into new shared accommodation. She cancelled her debit card and ordered a new one. For security reasons, she arranged for it to be delivered to her local Halifax branch where she expected to collect it 3 to 5 days later.

Halifax say the card was ordered on 25 or 26 September 2023 and was expected to arrive at their branch around 1 October 2023. Unfortunately, the card didn't arrive and, as they found it necessary to order a new card on 13 October 2023, Miss P didn't receive it until around 19 October 2023.

Miss P complained about this card delay. Also:

- She appears to suggest the first card arrived at the branch and was unnecessarily cancelled.
- She had a requirement for cash and couldn't pay her £300 rent. This is because the branch staff would only let her withdraw £100 per visit because she didn't have her debit card.
- This meant she had to make several expensive trips by taxi. This amounted to approximately £100 and caused her to have insufficient funds for her rent. And this led to her having to pay her property owner a fee of £75.

Miss P feels that Halifax could've prevented her losses by allowing her to withdraw £300 in cash. She explains that they've been inconsistent with cash withdrawals and the above events caused her significant distress and affected her mental health as she feared she would become homeless.

Miss P complained to Halifax, but they didn't uphold her complaint. They said the debit card not arriving was out of their control and the cash withdrawal limit was £100.

Miss P brought her complaint to our service. Our investigator upheld her complaint and said Halifax should pay Miss P £200 compensation for distress and inconvenience. Miss P asked for her complaint to be seen by an ombudsman as she feels the level of compensation should be between £400 and £500.

I issued a provisional decision on 24 April 2024 and said the following:

*What I've provisionally 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.*

*Having done so, based on the current information, I'm not upholding his complaint. I'll explain why and will focus on what I think are the important points to reach a final decision.*

*I would first like to say I'm very sorry to hear about Miss P's distressing experience when her new debit card didn't arrive in the anticipated timeframe, and she needed more cash than Halifax's limit allowed.*

*I should point out that:*

- Our role is to consider the submissions presented and, where we think a business hasn't acted fairly and / or reasonably in the circumstances, to decide what should be done to put right any financial, or non-financial losses that a consumer has experienced.*
- In cases like this, where information is incomplete, inconsistent or contradictory, I must reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available information.*

*There is a record on file which says that Miss P experienced exactly the same issue in March 2022 and Halifax paid her £420 for 14 taxi fees. Although it isn't possible to see specific details of the events, I think it more likely than not that Miss P would've been made aware of the following, either prior to or after her first visit to Halifax in September 2023:*

- Halifax receive new cards via the postal service and 3 to 5 days is an indicator*
- Halifax's cash limit, without both a debit card and identification, is £100*
- Halifax's cash limit, without a debit card but with identification, is £300*
- Faster payments service, which avoids cash, can be made by telephone banking (for which she had access)*

*And, if she wasn't, she could've contacted Halifax before visiting their branch by an expensive form of transport to enquire whether the card had arrived, how much she could withdraw without the card and what identification was required.*

*There appears to be a dispute over whether Miss P presented identification documents to Halifax. Halifax say Miss P didn't have any identification with her and, due to this reason and their responsibility to protect their customers, they weren't in a position to exercise discretion and approve £300.*

*Miss P hasn't responded to my clarification questions which included whether:*

- Any identity documents were shown to Halifax*
- She can provide a rent invoice with due date*
- Her property owner had a cash only policy and whether she discussed a faster payment to enable quicker payment and avoid the property owner's fee*

*Also, she hasn't provided receipts for either her taxi fares or the property owner's fee.*

*Based on the current information, I think it more likely than not that the reason for Miss P only receiving £100 was because she couldn't meet Halifax's identity requirement. And the cash restriction issue could've been prevented, without the need for a replacement card and before the rental payment issue, if Miss P presented the required identity documents on either her first or second visit to the branch in September.*

*I appreciate Miss P feels Halifax should've exercised greater discretion, especially as she says she identified herself by answering security questions and matching a signature.*

*However, there are no branch records of this and, having seen Halifax's policy and procedure documents, I think it more likely than not that for security reasons the manager didn't feel able to exercise discretion beyond £100 and Miss P was informed she needed to provide identity documents.*

*Although I understand Miss P becoming anxious, as her rent soon needed to be paid, I don't think it would be fair or reasonable to ask Halifax to pay compensation when their identity requirements could've been met on either Miss P's first or second visit.*

*So, based on the current information on file, my provisional decision is not to uphold this complaint.*

*My provisional decision*

*For the reasons I've given above, it's my provisional decision not to uphold this complaint against Bank of Scotland plc trading as Halifax.*

*I'll look at anything else anyone wants to give me – so long as I get it before 8 May 2024.*

*Unless that information changes my mind, my final decision is likely to be as I've set out above.*

### **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 didn't receive a response from either party.

So, with no further arguments or evidence having been produced in response to my provisional decision, my view remains the same.

I therefore adopt my above provisional decision and reasons as my final decision.

### **My final decision**

My final decision is to not uphold this complaint against Bank of Scotland plc trading as Halifax.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 6 June 2024.

Paul Douglas  
**Ombudsman**