

The complaint

Mrs J is complaining about Bank of Scotland plc trading as Halifax because she says she experienced issues with its app that meant she couldn't download credit card statements and that this led to her incurring interest she wouldn't otherwise have had to pay. She also says she hasn't received cashback on some items of spending in line with the terms of the account.

What happened

Mrs J has a credit card account with Halifax. It's provided a transaction history for the account up to May this year showing she paid interest in October and November 2023 because she didn't clear the full balance in the relevant months. Mrs J has also highlighted a purchase with Booking.com in September 2023 that she believes was entitled to a cashback payment that wasn't received.

Halifax said it found no evidence of issues with its app that prevented Mrs J logging in. On the issue of the missing cashback, its initial response to her complaint said this takes 90 days to go through. But when the complaint was referred to us, Halifax said the cashback wasn't paid because Mrs J didn't make the purchase using the correct '*tracked link*'.

My provisional decision

After the complaint was referred to me, I issued my provisional decision setting out why I believed it should be upheld. My reasons were as follows:

This complaint raises two separate issues and I'll deal with each in turn:

Interest applied to the account

I understand Mrs J typically paid off the full account balance each month. But towards the end of last year, she says she was unable to access the app and couldn't download statements to find the outstanding balance. While she did make payments, these weren't sufficient to fully clear the balance and she incurred interest as a result.

There's no evidence to support Mrs J's comments that she experienced problems with the app that prevented her from viewing account statements. But irrespective of whether the app was faulty, there were other ways she could have discovered the account balance, including via the bank's website. Or she could have called the bank or visited a branch for assistance. So, on balance, I don't think I can reasonably say any issues there may have been with the app actually prevented her paying the full balance to avoid the addition of interest.

It's for this reason that I'm not proposing to uphold this aspect of the complaint.

Cashback

Mrs J made a purchase of £408.02 with Booking.com on 9 September 2023 and she's provided evidence of the dates of her stay. Halifax isn't disputing that this payment would have been eligible for cashback if it had been completed using a particular link and told our investigator:

If the customer used the link, they would have gotten a bank branded order confirmation from the LBG brand they're with, and should usually include details about the cashback they're due receive, however I fail to see any form of bank branding on that order confirmation - which further indicates that the customer did not use the link.

I'm sure there may be good reasons why Halifax requires purchases to be made in a certain way (using a particular link) to comply with its cashback promotion. But this is an internal procedure that wouldn't necessarily be obvious to most customers. If it planned to deny payments to some customers who don't follow that process, Halifax needed to be very clear about how the scheme works and what the correct process is. It's not fair or reasonable for a bank to offer a promotion and then refuse to honour it because a customer didn't follow a specific process that wasn't clearly explained to them.

I've asked for Halifax to explain the alternative process Mrs J did use to make the purchase and to demonstrate where the correct process was explained. In the absence of a response, I can't reasonably say that Mrs J did indeed complete the purchase the wrong way or, if she did, that the right process was correctly explained. Accordingly, I don't think she should be disadvantaged because she didn't complete the purchase in the way Halifax required.

It's for this reason that I'm proposing to uphold this aspect of the complaint.

Mrs J has indicated that there may be other payments where she feels cashback that was due wasn't received, but she hasn't provided any details of these payments, such as dates, amounts and who they were to. As a result, I can't make a finding on those payments or make any comment beyond what I've said above.

In summary

It's for these reasons that I'm currently proposing to partly uphold Mrs J's complaint.

The responses to my provisional decision

Halifax didn't accept my provisional decision and provided further information about the process that was required to obtain cashback on Mrs J's purchase. Mrs J didn't provide any further comment.

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.

Having done so, my findings haven't changed from those I set out previously.

Halifax hasn't been able to show screenshots and other details specific to process for making a qualifying purchase with Booking.com. So I can't be clear about what Mrs J would have seen when making her purchase. Without sight of this information, it's difficult to say it was unreasonable for her to make the purchase in the way she did. Halifax itself doesn't

seem certain about exactly how the purchase was made, only going as far as saying it's '*plausible*' the terms and conditions weren't followed.

Halifax has shown Mrs J made purchases that qualified for a cashback payment previously, but it's also said she hadn't '*benefitted from a link process before*'. So it seems the process needed here was different to what she'd seen before. On that basis, and without sight of the specific information she should have seen at the time, I can't reasonably say the required process was clearly explained or otherwise known to Mrs J. If it had been, I've no reason to think she wouldn't have followed it.

Putting things right

The principal aim of any award I make is to return Mrs J to the position she'd be in but for Halifax's errors.

If, as it should have, Halifax had clearly explained the process Mrs J needed to follow to qualify for the cashback promotion when making a purchase, I've no reason to believe she wouldn't have done this when making the payment to Booking.com on 9 September 2023. To put things right, I Halifax should calculate the amount of cashback she would have received if the required process had been followed and credit this to her account. It should also enhance this amount with simple interest at 8% per year from the date the cashback should have been payable to the date it's actually credited to the account.

I also think the circumstances described have caused Mrs J some unnecessary distress and inconvenience, particularly as its first response to her complaint wrongly suggested the cashback would be paid after 90 days, and she should be compensated for this. The amount to award for a consumer's distress and inconvenience can be difficult to assess as the same situation can impact different people in different ways. But in the circumstances of this case, I think a moderate payment of £50 is appropriate and should be paid to Mrs J on top of the cashback and interest outlined above.

I'm satisfied this represents a fair and reasonable settlement of this complaint.

My final decision

My final decision is that I partly uphold this complaint. Subject to Mrs J's acceptance, Bank of Scotland plc trading as Halifax should now put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 6 December 2024.

James Biles
Ombudsman