

## The complaint

Mr C is unhappy that he wasn't eligible for a cashback promotion offered by Halifax Share Dealing Limited ("Halifax").

## What happened

Mr C held a stocks & shares ISA with Halifax. In early 2024, Halifax launched a promotion offering £100 cashback bonus for customers opening a new stocks & shares ISA with them.

As he was interested in this offer, Mr C applied for a second stocks & share ISA with Halifax but was informed that he wasn't eligible. Mr C disagreed, as he'd read the terms and conditions for the promotion and these had stated that existing customers were eligible to apply. He raised a complaint to this effect, but Halifax did not uphold it.

Unhappy with Halifax's response to his complaint, Mr C referred it to our service where it was considered by an investigator. They didn't think the complaint should be upheld, but Mr C disagreed so the case has been passed to me.

I issued my provisional decision on this case on 7<sup>th</sup> March 2025. In this, I said:

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Halifax have said the promotion does not apply to existing customers who already hold one of their stocks & shares ISAs. They've said this would end up with a consumer being charged duplicate fees on the identical products. They're clear that Mr C isn't eligible for the £100 cashback as they wouldn't allow him to open a second stocks & shares ISA with them.*

*Financial businesses are entitled to legitimately exercise their business discretion, and this would include the fact Halifax have chosen not to allow customers to hold more than one stocks & shares ISA with them. So even if I found that they had done something wrong, I wouldn't direct Halifax to allow Mr C to open a second stocks & shares ISA.*

*However I do think Halifax have done something wrong here. They've said it is general knowledge that, while you can open them with different providers, you wouldn't open two stocks & shares ISAs with the same provider because you would incur duplicate fees.*

*I've thought carefully about this. But I don't think it's fair to assume that this is simply "common sense" and therefore doesn't need to be set out in their terms and conditions. The way these terms are set out makes it clear that existing customers are in fact eligible for the promotion, and there's nothing which suggests this is only the case if they don't specifically have a stocks and shares ISA already. Halifax has a duty to ensure its communications are clear, fair and not misleading and I don't think it has fulfilled this responsibility here.*

*Because of this, Mr C was caused a loss of expectation when he was told he wasn't actually eligible, and inconvenience as he'd taken the time to read through the terms and submit an application. On the basis that he has been impacted in this way, I consider that Halifax should pay him compensation of £50 to recognise the inconvenience he's been caused. I consider this to be a fair and reasonable amount given the fact Mr C was told promptly that he wasn't eligible and the fact he hasn't been otherwise impacted.*

Mr C replied, accepting my provisional decision.

Halifax replied and provided a copy of their share dealing terms and conditions, which are provided when a consumer applies to open a stocks and shares ISA, as Mr C did. They've highlighted Section 20 of this document, which says:

### **Section 20: Supplementary Conditions for ISAs**

*The terms in this section will apply to an ISA.*

#### **20.1 Opening and subscribing to an ISA**

*You may apply for more than one Account, for example for one ISA and another Account that isn't an ISA.*

*If you open an ISA, we'll automatically open a Share Dealing Account for you. Your ISA will be effective from the date we receive both your ISA Application and your first subscription.*

- *You can subscribe to more than one stocks and shares ISA in the same Tax Year;*
- *You must not exceed the overall annual subscription limit set by HM Revenue & Customs. You can find this on our Website. These limits may vary each Tax Year (unless Section 20.2 applies); and*
- *You must meet the eligibility criteria in Section 4 and always continue to meet the residency qualification.*

### **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.

Halifax have said the share dealing terms and conditions stipulate that you can open 'one ISA and another account that isn't an ISA' and that this fulfils their responsibility to describe the product offering.

I've considered the terms and conditions Halifax have shared. But I don't think these say – or even that they imply – that a consumer can only hold one ISA with them, and certainly not that a consumer can only hold one stocks & shares ISA.

Firstly, the terms say "**for example**, one ISA and one account that isn't an ISA". This is, by definition, an example and not a limitation. It remains open to interpretation that a consumer could hold two ISAs with Halifax – particularly as the terms go on to set out "*You can subscribe to more than one stocks and shares ISA in the same Tax Year*".

To lend further weight to this, we can see on the Halifax website that they offer a number of different types of ISA, including cash ISAs, Lifetime ISAs, Innovative Finance ISAs, Junior

ISAs, etc. I think it's clear that a consumer can in fact open more than one ISA account with Halifax, so I do not agree that the wording highlighted by Halifax is evidence that they are not allowed to do so. While I acknowledge Halifax have said a consumer cannot specifically hold more than one stocks & shares ISA with them, the terms and conditions of the account do not set this out.

On that basis, my decision and my reasons for it remain unchanged from my provisional findings.

### **My final decision**

I uphold this complaint. Halifax should pay Mr C £50 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 10 April 2025.

Artemis Pantelides  
**Ombudsman**