

The complaint

Miss S complains about the outcome of a claim she made to Bank of Scotland plc trading as Halifax in respect of a holiday which was not as expected.

What happened

In June 2023, Miss S paid a total of £2,579.48 using her Halifax credit card for a packaged holiday which was to take place between 4 and 18 August 2023. She booked the holiday online through a travel agent who I'll call T.

Miss S has said that when she checked in to the hotel (Hotel A) she informed the staff that she and her daughter had disabilities. She had prepared for the trip with disability lanyards which were to be worn around the neck. Both her and her daughter had different disabilities and requirements.

On the first day at Hotel A, she was unable to obtain sun loungers near the pool, however this was rectified following a trip to reception to speak to the hotel staff about it. Despite this issue having been resolved, she was not able to obtain an umbrella. Miss S made numerous trips to the hotel reception to ask for an umbrella as her condition does not allow her to be in direct sunlight, but these trips were unsuccessful.

Miss S contacted T on this day for assistance. As T are a purely online company, communication between T and the hotel took place through a third-party supplier. Essentially, the hotel insisted that there were no umbrellas available on this day, and it would ensure that Miss S had two sunbeds, and an umbrella reserved from the following day and for the rest of her stay. Miss S disagreed and said she had been asking for one since 9:00am when umbrellas were not in use, and she could see umbrellas around her not being used.

The relationship between Miss S and the hotel staff broke down on this day to the effect that the hotel was considering asking her to move to another hotel, and Miss S also wanted to move hotel. So, after trying to mediate between Miss S and the hotel, T assisted Miss S in finding another hotel to move to at further cost to her.

T informed Miss S she would receive a refund of £1,477.09 from Hotel A and asked her to pay £1,942.23 for the second hotel she was moving to (Hotel B). This was also paid for using her Halifax credit card. I can see that Miss S received a refund of £1,116.34 from Hotel A. When Miss S queried the £360.75 difference T informed her Hotel A said she used the facilities and her room the next day until 4.00pm so she had been charged for an extra night. Miss S disputes this and states she checked out by around 10.00am and then went to the beach. The only facility she did use was the luggage room, however there is no charge to use this.

Prior to moving to Hotel B, Miss S informed it of her disabilities and received confirmation her needs would be catered to. By this time, T was also aware of her and her daughters needs. Miss S checked in and the reception staff allowed Miss S to attach the hotel

wristbands marking her as a guest to her disability lanyard. There were no issues encountered at this hotel for the first two days of their stay there.

On the third day, Miss S had an altercation with the manager of the hotel (wherein Miss S states that the hotel manager manhandled her). Following this, the hotel asked her to vacate the premises by 12.00pm the next day. It sent her correspondence indicating she must wear her wristband on her wrist and her inability to do so due to her disability alongside the incident with the hotel manager seem to be the root cause of the hotel asking her to leave. Miss S says she was scared to do anything after the incident, including eat. Miss S sought other accommodation but due to it being peak travel season, this was difficult and so she left the hotel the next day as scheduled and found an apartment to stay in for the rest of the holiday. She had to pay for food as it was not included. Miss S received a refund of £1,713.28 from Hotel B and paid £1,425.43 to house and feed her and her daughter for the rest of their time on holiday before they returned on 18 August 2023.

Miss S raised a claim to Halifax under Section 75 of the Consumer Credit Act 1974 (Section 75). She said she had suffered losses of £3,117.52 in total. Halifax received the claim in August 2023 and despite numerous chasers from Miss S which went unanswered, provided a response to the claim in June 2024. Halifax took the position that as Miss S had accepted refunds from T a resolution had been accepted, and there was not enough evidence to show that T had breached its contract with her. Miss S raised a complaint, and Halifax said its outcome with regard to the claim was correct, but it offered £100 for the poor handling of the claim.

Miss S disagreed and brought her complaint to our service. Our investigator reviewed the complaint and agreed the contract between T and Miss S had not been breached. However, the investigator thought that Halifax should pay an additional £200 (£300 total) for the way in which the claim had been handled.

Miss S asked for an ombudsman to consider the complaint. She said under the Consumer Rights Act 2015, the service should have been delivered with reasonable care and skill which had not happened and so her contract had been breached. Miss S raised various concerns about being charged for an extra night by Hotel A and also concerns under the Protection from Harassment Act 1997 and Spanish Law on Gender-Based Violence. So, the complaint was passed to me to decide.

On 7 August 2025 I issued a provisional decision in which I said the following:

"I would like to start by saying that I have provided a brief summary of the events that occurred above. I intend no discourtesy by this and can assure both parties that I have taken all the information provided into consideration when reaching a decision on this complaint.

In this decision, I'll concentrate my comments on what I think is relevant. If I don't comment on a specific point, it's not because I've failed to consider it, but because I don't think I need to comment in order to reach a fair and reasonable outcome. Our rules allow me to do this, and this reflects the nature of our service as a free and informal alternative to the courts.

I also think it's worth clarifying that I'm deciding whether Halifax acted fairly in assisting Miss S with her claim against T. I'm not making a finding on the underlying dispute Miss S has with T. When considering what's fair and reasonable, I'm only considering whether Halifax acted in line with its obligations as a provider of financial services.

Section 75 allows – in certain circumstances - for a creditor (Halifax) to be jointly and severally liable for any claim by the debtor (Miss S) of breach of contract or misrepresentation made by a supplier of goods and/or services (T).

Hotel A

I have started by considering what T contracted to do with/for Miss S and whether any breach occurred. I have not been able to access the booking terms and conditions from the relevant time but have read and considered the current terms T displays on its website when reaching a determination. All of the information I have points to T not having been made aware of Miss S and her daughters' disabilities until she called them in distress from the hotel. If Miss S had made T aware beforehand then I would have expected T to inform the hotel about this ahead of time so any arrangements necessary could be put in place. However, as this is not the case here, I need to consider what happened next.

Miss S informed the hotel of her needs at check in and encountered problems on the first day. T communicated with Miss S extensively on this day, trying to smooth things out between Miss S and the hotel staff but its efforts did not work. It appears from what I can see that the hotel staff were saying that even if umbrellas weren't open, they were unwilling to ask other guests if they would give them up and considered them to be in use even if they were closed at that time. This is why Miss S was offered a reserved umbrella from the next day and for the rest of her stay. I can only assume that keeping an umbrella over a speaker was an added safety precaution to prevent the electronic equipment from becoming overheated and a hazard.

There is a limited amount that a travel agent can do when the situation had become as heated as it had between the parties and I can see an element of Miss S's behaviour through the day having resulted in the hotel staff not being willing to help even when it was agreed that two umbrellas had become available.

I appreciate and have seen through the various online chats, messages and call recordings, the frustrations Miss S experienced on this day. She was in a difficult position and was both emotional and incredibly distressed. On balance, however, I don't find Miss S's contract with T to have been breached on this day. T had no prior obligation as it had not been informed of Miss S's needs in advance, and it attempted to smooth things over as best it could. Both parties frustrated one another which led to the situation at hand, and although I can understand why and accept Miss S suffered loss of enjoyment, I cannot point to a breach of contract as the reason why. Therefore, I don't think Halifax made an error in how it handled the claim up until this point.

That having been said, I do have concerns about the extra night Miss S was charged for. T asked Hotel A what refund portion Miss S would receive for leaving the hotel and specified a refund amount to Miss S. The refund received was £360.75 short of what she expected and when T queried this with Hotel A, it was informed she was charged for an extra night for continuing to use hotel facilities and the room until 4.00pm. Miss S said she checked out before or around 10.00am, received a refund of her deposit and left her luggage behind before heading to the beach with her daughter where she hired sun loungers and an umbrella at cost to her.

Our investigator called the hotel to ask about its charging policy. It said it does not charge to use the luggage room, and went as far as to say it also understands guests might have a late flight so guests can use the facilities and there is a shower room available for them to use if needed. So, guests can in fact continue to use the facilities after checking out, and the only situation in which Miss S should be charged is if she was still using her room.

Miss S was asked by T over message whether she had checked out on the relevant day and she confirmed that she had checked out around 10.00am. T then said it would look in to getting her refund at around 2.00pm. I have no reason to doubt the information Miss S gave

to T on that day and so I am persuaded that she did check out on time and was wrongfully charged for an extra night. Even if the situation between the parties had turned acrimonious, that does not mean Miss S should have been treated any differently from any other guest regarding what facilities she could use after checking out for a reasonable period of time. Miss S says she didn't use anything but the luggage room and I have no reason to doubt this from the information I've seen.

I further note that T was in receipt of all of this information and did not challenge the hotel on the extra charging despite having acknowledged that the hotel did not provide specifics on what facilities Miss S had used and why she was being charged for an extra night. Having taken all the above into account, I find that T failed to deal with the matter appropriately and under Section 75 Halifax can be held liable for the extra night Miss S was charged for. I am therefore minded to find that Halifax should pay £360.75 to cover the cost of the extra night.

Hotel B

By the time Miss S moved to Hotel B, T was fully aware of Miss S and her daughters needs and issued a new contract for the stay – so T's obligations towards Miss S increased. However, Miss S had no issue with how she was treated and the accommodation made for her disability by the hotel until the altercation with the hotel manager.

Miss S has provided a video of the tail end of this encounter, but it doesn't tell me much about what happened before it. I understand from what Miss S had said that she went out to the shops with her daughter and their lanyards with their hotel wristbands attached to them were wrapped around her daughters pram – and I can see they were in the video. The hotel manager asked to see the wristbands and moved to asking for identification. Miss S says he grabbed her arm in the process. I appreciate this encounter would have been terrifying for her. However, it appears that the hotel was equally aggrieved about what had happened during that encounter as it asked her to leave immediately. After further discussion with another staff member, when she had to leave was moved to the next day. I also see emails stating she now had to wear her wristband on her wrist which was an about turn from having attached it to her lanyard for her during the checking in process. I can only assume this change of stance also occurred because of the altercation between Miss S and the manager.

As far as T goes, the new accommodation was helpful up until this point so its obligations to her were satisfied. It could not have predicted a situation like this and anything T could do to assist was largely taken out of T's hands when the hotel decided to evict Miss S. So, I struggle to see that the contract was breached without knowing what the start of the altercation was like and whether the hotel was solely at fault for what happened, or whether Miss S also contributed to it. Too much of the information about this is too vague for me to solidify any findings on this and accept a breach of contract. I don't doubt the extent to which this affected Miss S but I'm sorry to say, I don't think this means that T breached its contract with her.

Miss S has said the refund amount for this hotel had not been agreed, however based on what she paid, how many nights she stayed, and the refund amount she received, the refund amount seems reasonable. Miss S has spoken about harassment and Spanish Laws. These essentially pertain to her treatment at the hands of the hotel manager, and it is not within the scope of this complaint for me to comment on that.

Consequential losses

Miss S found a place to stay and had to pay for food for her and her daughter until their return flight. Understandably, due to her daughters' condition, moving about in the way that

they had was difficult and her daughter would not have accepted going home so although T was offering this, it was not a viable option for Miss S. It was also peak season so finding suitable alternative accommodation was difficult, both for T and Miss S. Miss S is asking for her costs for the rest of the holiday to be returned to her as consequential losses.

Having failed to establish a breach of contract, the argument for consequential losses does not naturally flow from there in this case. But even if I had established a breach, I would find it difficult to accept that consequential losses should be paid on this complaint. I say this because Miss S and her daughter managed to enjoy the rest of their holiday at an alternative place and the cost of what she paid to do this was less than the refund she received from Hotel B for the unused nights.

Claim handling

Halifax accepts that it caused unreasonable delays and failed to call Miss S when it should have so I do not need to cover this in any great detail. Miss S has said that Halifax has discriminated against her disability, and I will focus on that.

It is not for this service to make a finding on whether the Equality Act 2010 has been breached – this is more appropriate for a court of law to do. However, we are able to consider this Act when determining whether Miss S was treated fairly by Halifax.

From what I understand the main crux of the issue here is that Miss S asked for a phone call as a reasonable adjustment and despite having been promised a call, it did not happen. In fact, Miss S heard nothing for many months until she received her outcome by email. Although I understand why Miss S feels this was disability discrimination, I am minded to find that this was more likely the result of Halifax's failure to deal with her claim at all rather than a targeted failure to call her. From what I can see, the claim was started in August 2023, and no action took place on the claim until June 2024, so it was more an overall failure to deal with the claim in a timely manner rather than anything more specific.

I have considered what Miss S has said about what happened and find the further £200 suggested by the investigator to compensate for Halifax's failings in service to be reasonable. This brings the total compensation amount to £300 including what Halifax has already offered. So, I am minded to ask Halifax to pay £300 (less what has already been paid) to Miss S to apologise for its errors in the handling of the claim."

Halifax accepted the provisional decision, and Miss S did not respond.

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.

As neither party has provided further evidence or submissions for me to consider, I see no reason to depart from my provisional findings. I am therefore reaching the same outcome and for the same reasons as set out in the provisional decision.

My final decision

My final decision is that I uphold the complaint and direct Bank of Scotland plc trading as Halifax to pay Miss S:

- £360.75 to cover the cost of the extra night charged by Hotel A
- £300 for distress and inconvenience caused, less any funds which might have

already been paid

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 21 October 2025.

Vanisha Patel
Ombudsman