

The complaint

Mr V has complained about the service he received from Bank of Scotland plc, trading as Halifax, in respect of a balance transfer request.

What happened

Mr V has a credit card with Halifax. On 6 April 2023, he contacted it to proceed with a balance transfer offer, at a rate of 5.9%, for 24 months. Unfortunately, he was mistakenly told that he was entitled to an offer of 0%, for 12 months. This resulted in him being passed between different departments, before being told the 0% offer wasn't available.

Mr V complained to Halifax. He said he was misadvised, received poor service, and Halifax hadn't changed his April direct debit date. Halifax responded, saying it accepted it had given the wrong information and provided poor service. It offered a total of £150 compensation, £50 of which was paid. But it didn't think it had done anything wrong as regards the direct debit date.

Mr V brought his complaint to our service. In summary, he said:

- £50 of the compensation was awarded before the issue with the balance transfer came to light;
- the whole point of the transfer was to save money, but this didn't happen, as he couldn't change the repayment dates for the balances on the cards he wished to transfer over, resulting in costly overdraft fees and the use of emergency funds;
- the transfer could have been done and saved him money, but our service is reviewing his complaint;
- Halifax's final response letter didn't deal with reimbursing bank charges, and didn't address all of his complaint points; and
- nine phone calls in a day, plus follow-up calls, is excessive.

One of our investigators looked into what had happened, but thought that Halifax's offer to put things right was fair.

Mr V disagreed, so his complaint's been passed to me to decide.

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, I agree with our investigator, and for the same reasons she gave. I'll explain why. Although I've read and considered all submissions, I'll refer here to what I consider to go to the heart of the complaint, and to enable me to reach a fair outcome.

I can see that Mr V initially called about the 5.9% rate, so it must have been very disappointing to then be mistakenly told he qualified for the 0% rate. But Halifax corrected its mistake, and offered a further £100 compensation (in addition to a previous £50 for something else). I'm satisfied that this is reasonable to address the distress and inconvenience caused. And although Halifax didn't specifically refer to the number of telephone calls, I think this sum is fair to encompass this. I cannot hold it to the 0% rate, as this was an error, and not something Mr V qualified for.

As regards the direct debit date being changed, this couldn't be done, as Mr V called on the day it was due. Lenders need notice to amend payment dates, so it's reasonable it wasn't changed.

I know that Mr V wished to comply with our service, and await the outcome. But there was nothing to stop him proceeding with the 5.9% rate, particularly given that it was the one he had called up about. Although I sympathise, I'm afraid it was Mr V's choice not to proceed. I can't reasonably hold Halifax responsible for any losses that flowed from this.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 15 January 2024.

Elspeth Wood
Ombudsman