

Credit card invoice with rounded centime amounts

Topic: **Cards** Case number: **2019/21**

The customer was bothered by the fact that the centime amounts on his credit card bill were rounded to the nearest five centimes. He was of the opinion that nowhere in the General Terms and Conditions of the card this was regulated in such a way, nor was it necessary, as bills were now paid electronically. This was also possible in exact centime amounts. The Ombudsman did not see any misconduct in the Bank's actions as long as the usual commercial rounding rules were observed.

This customer's authorization form was printed on the letterhead of his employer, a well-known media company. However, he made the inquiry in his own name. He explained that he always paid his bills electronically and referred to a competitor of the bank who did not round centime amounts on its credit card bills.

As the customer claimed that the bank always rounded the centime amounts up to the next higher 5 centimes, e.g. from CHF 95.17 to CHF 95.20, and thus systematically behaved to his disadvantage, the Ombudsman decided to contact the bank and ask it to comment. It turned out that the customer had transferred an invoice for CHF 74.68, which was rounded up to CHF 74.70, in the exact centime amount and had thus paid two centimes too little. To prove that the bank also rounded up amounts from CHF XX.17 to CHF XX.20, he submitted the next monthly invoice to the Ombudsman. On this invoice, his purchases totalled CHF 305.17, which had apparently been rounded up to CHF 305.20 instead of CHF 305.15. According to the bank's statement, however, the rounding was only carried out because two centimes of the previous invoice were still outstanding and the invoice was therefore effectively CHF 305.19, which was rounded up to CHF 305.20.

In its opinion, the Bank had thus complied with the usual commercial rounding rules. It also relied on Art. 84 para. 1 of the Swiss Code of Obligations, according to which monetary debts were to be paid "in legal tender of the currency owed". The smallest currently valid unit of the Swiss currency is the five-centime coin, which is why rounding to this denomination is permissible.

The Ombudsman informed the client that, in his experience, it is indeed common practice in electronic payment transactions to also count with unrounded centime amounts. However, where there is a statement of account, and where there may be interfaces with non-electronic payment transactions, e.g. by means of inpayments with a payment slip at a post office counter, the amount is usually rounded to the amount of the next larger or next smaller unit in which the payment instrument is present. This corresponds to the usual rounding rules, which could have a positive effect on the customer and a negative effect on the Bank. The Ombudsman assumed that, viewed over a longer period of time, the rounding up and down would roughly balance each other out, and could therefore not follow the argument that the bank would enrich itself in this way at the expense of the customers. He shared the Bank's view that it could round to the next smallest unit of the existing legal tender when issuing invoices. He also considered it justifiable that the bank handled the invoicing in a uniform manner and did not differentiate between customers who paid the invoice exclusively electronically and therefore did not need to round off, and those who regularly or occasionally used the post office counter to pay the invoice, which requires a rounded amount, at

least in the case of cash payments. In connection with rounding in accordance with normal commercial rules, he was therefore unable to detect any misconduct on the part of the bank and finally issued a corresponding notice to the customer.