

## **The complaint**

Miss I complains that she was mis-sold an Ultimate Reward Current Account (URCA) in August 2015 by Bank of Scotland plc trading as Halifax (Halifax).

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute. So, I'll focus on giving my reasons for my decision.

For clarity this decision is only about the sale of the URCA. Other issues Miss I has raised are being looked at in another case.

## **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.

Miss I says that Halifax advised her in a meeting in a branch to upgrade to the URCA to improve her credit rating and get a loan. She says Halifax applied for the URCA online in the branch on her behalf and it wasn't suitable for her and she didn't want it.

Halifax says that Miss I chose to take out the URCA and did so online herself based on the information supplied in its online process.

I've thought about how the URCA was sold as it is a key issue in this case.

While I don't doubt Miss I's honest recollections, I think it's more likely than not that Miss I's memory is mistaken.

I say this because Halifax has provided a record of its discussions with Miss I over the relevant period and it doesn't show any discussion in August 2015.

Halifax has also provided a record showing that the URCA was taken out online. And Miss I agrees that it was taken out online.

But for a Halifax staff member to act on her behalf and take out the URCA through her online banking account, that person would've had to go against Halifax banking procedures and would've needed access to Miss I's security number which I think it's unlikely she would have provided.

So, I think it's more likely than not that Miss I knew she had a choice and chose to take out the URCA online herself.

As Miss I went through Halifax's online application process, she would not have received advice but she would've received the key information about the account, and this did not include anything about improving her credit rating and helping to get a loan.

So, if a staff member had said this to her at any time, and this was the only reason she was

applying for the URCA, I think the absence of any information about credit or borrowing in the online process would've caused her to stop her application. But she didn't stop, and she ticked the boxes to agree online to take it out.

The URCA benefits included travel insurance, car breakdown service, mobile phone insurance, home emergency cover and a £300 fee free overdraft.

Halifax has provided evidence that Miss I travelled abroad, had a car and mobile phone and she was interested in obtaining credit. The insurance and breakdown cover were provided without any registration, so she had that cover throughout the time she had the URCA. And she subsequently claimed on the travel insurance. So, I can see why she would've been interested in the URCA based on the information she received.

So, taking all this into account, I think it's more likely than not that Halifax didn't do anything wrong in the URCA sale.

### **My final decision**

My final decision is that I do not uphold Miss I's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss I to accept or reject my decision before 24 March 2022.



Richard Hill  
**Ombudsman**