

The complaint

Mr J complains about the service he received from Bank of Scotland plc, trading as Halifax, surrounding his request to add his wife to his account as a joint account holder.

What happened

Mr J and his wife wanted to open a joint current account with Halifax. But Halifax told Mr J that this couldn't be done, and that Mr J would need to open a new account in his name first, and then add his wife to that new account.

Mr J opened a new Halifax account in his name, but he was then told that the only way to add his wife to the account would be by visiting a branch in person with his wife. Mr J asked for a Saturday branch appointment to add his wife to his account, but there was no availability in his local branch for several weeks. Mr J therefore accepted an earlier appointment at a branch that was further away from him.

When Mr J and his wife arrived for the branch appointment, they were told that Mr J needed to present the debit card for his new account to Halifax's staff for his wife to be added to his account. But Mr J hadn't brought the debit card with him because it hadn't been made clear to him beforehand that he would need to. Because of this, Halifax wouldn't add Mr J's wife to his account. Mr J wasn't happy about this, so he raised a complaint.

Halifax responded to Mr J but confirmed that their process for adding a new party to an account included that the debit card for that account must be presented to their branch staff in person. And because their branch staff had followed that process, they didn't feel they'd done anything wrong. Mr J wasn't satisfied with Halifax's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Halifax had acted unfairly in how they'd managed the situation and so didn't uphold the complaint. Mr J remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

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.

I issued a provisional decision on this complaint on 26 March 2024 as follows:

I feel that Halifax have provided poor service to Mr J that has caused him a degree of upset and inconvenience which he shouldn't have reasonably had to incur and for which he should fairly be compensated. As such, I'll be provisionally upholding this complaint in Mr J's favour.

One reason that I've taken this position is because Mr J has provided this service with two emails that he received from Halifax that gave him conflicting information about what he would need to bring to the branch appointment.

The first of these emails was dated 20 September 2023 and was titled 'Thank you for making an appointment with us'. This email stated as follows:

"What to bring

Please bring your bank card so we can identify you. If you don't have a bank card, please bring details of the product(s) you hold with us. Depending on your individual requirements we may need to see additional documentation as set out below.

...

For joint applications

Applications for new joint accounts require both parties to be at the interview."

While the second of these emails was dated 28 September 2023 and was titled 'Your forthcoming appointment'. This later email stated as follows:

"What to bring

Please bring the following documents to your appointment:

- A current 10 year passport or full driving license*
- A council tax bill or utility bill from within the last 3 months"*

As can be seen, the first email Mr J received said he needed to bring his bank card so that Halifax could identify him. But this email didn't clearly stipulate that it had to be the bank card for any specific account. And Mr J was already a Halifax account holder and brought his card for that existing account to the interview with him.

Additionally, the first email explains that if Mr J didn't have a bank card, Halifax could verify him using details of other Halifax products that Mr J held. But Halifax's branch staff then refused to do this when Mr J attended the appointment without the debit card for his newly opened account.

Furthermore, the second email Mr J received, that referred to his upcoming appointment, didn't stipulate that Mr J needed to bring a bank card at all, but instead asked Mr J to bring his passport and a council tax bill or utility bill.

It therefore seems clear to me that Halifax sent two conflicting emails to Mr J, neither of which appear to have accurately informed Mr J of the requirements that their branch staff would insist on – that he had to bring the debit card for his newly opened Halifax account.

It's also notable that the first email that Mr J received refers to new joint account applications needing to be attended by both applicant joint account holders. And I can only conclude from this that Mr J didn't need to open an account in his sole name only and then add his wife to the account as a joint party, but that Mr J and his wife could have applied for a new joint account together in the first instance.

Finally, when Mr J booked his appointment, Halifax were aware that a lack of availability in his local branch meant Mr J was booking an appointment at a branch that was further from him and which would necessitate longer travel. And I feel it that it was reasonably incumbent on Halifax – being aware of the longer journey that Mr J would have to take – to ensure that Mr J had accurate information about what he needed to bring so that his journey would not be a wasted one.

Ultimately, Halifax didn't do this. And I feel that by any reasonable standard the level of service that Mr J received from Halifax, as I've described it above, was poor, and wasn't to the standard that Mr J was fairly entitled to expect. And I feel that because of Halifax's poor service, Mr J did incur the frustration and inconvenience of a wasted journey, and also in potentially being told that he needed to apply for an account in his sole name first when that wasn't actually the case.

In consideration of all the above, my provisional decision here is that I uphold this complaint in Mr J's favour and that Halifax must make a payment of £200 to him as compensation for the trouble and upset that their poor service has caused. In arriving at this compensation amount I've considered the impact of what happened here on Mr J, as well as the general framework this service uses when assessing compensation amounts – details of which are on this service's website.

In my provisional decision letter, I gave both Mr J and Halifax the opportunity to respond to my provisional decision and to provide any comments or new information they might wish me to consider before I moved to issue a final response. Halifax confirmed that they were happy to accept my provisional decision, whereas Mr J did not respond.

As such, I see no reason not to issue a final decision here whereby I uphold this complaint in Mr J's favour on the basis as described in my provisional decision. And I therefore confirm that my final decision is that I do uphold this complaint on that basis accordingly.

Putting things right

Halifax must pay £200 to Mr J.

My final decision

My final decision is that I uphold this complaint against Bank of Scotland plc, trading as Halifax, on the basis described above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 22 May 2024.

Paul Cooper
Ombudsman