

## **complaint**

Mr and Mrs B have complained that they were mis-sold a packaged bank account by Bank of Scotland plc, trading as Halifax ("Halifax").

## **background**

Mr and Mrs B opened a fee-free account with Halifax in March 1985. They upgraded this to an Ultimate Reward Current Account ("URCA") in January 2009.

Mr and Mrs B complain that the account was upgraded without their consent and that they weren't given sufficient information. They say that they were told by Halifax that the travel insurance would never cover their medical conditions. Mr and Mrs B also complain that the breakdown cover only included home start.

Our adjudicator did not uphold this complaint. Mr and Mrs B disagree with this so the case has come to me to make a final decision.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I've decided not to uphold Mr and Mrs B's complaint for the reasons set out below.

Mr and Mrs B complain that they were unaware they had the URCA and that it was upgraded without their consent. Having looked at the evidence I can see that they upgraded the breakdown cover provided by the account in 2009, they used the home emergency cover twice in 2010 and registered a medical condition for the travel insurance in 2010. So this suggests to me that they knew that they had the account and were aware of the benefits and how to use them.

Mr and Mrs B told Halifax that they were told they had to have the URCA, which seems to me to be inconsistent with what they have told this service about being unaware of the account. So it appears that their recollection of events is confused, which is understandable given the passage of time. Mr and Mrs B upgraded from a free account to the URCA so I think they were aware that free accounts were available. And I haven't seen enough evidence to understand why they thought they couldn't continue with a free account. So I think it's most likely that Mr and Mrs B were given a fair choice about whether to upgrade their account and agreed to do so because they were attracted to some of the benefits.

Having considered the evidence, I don't think Halifax assessed Mr and Mrs B's circumstances in any detail or gave them a personalised recommendation to take the URCA. So it seems to me that the sale was conducted on a non-advised basis. This means Halifax didn't have to assess the suitability of the account for Mr and Mrs B. But it still had to provide clear enough information about the account so that Mr and Mrs B could decide for themselves whether they wanted it.

Packaged bank accounts are rarely tailored to the individual so it's unlikely that every consumer will find every benefit useful. It was for Mr and Mrs B to decide whether the benefits, as a package, were attractive to them for the cost. I think it is likely that Mr and Mrs B were made aware of the main benefits of the account when they took it out

and that some of them were of interest to them at the time. They have used or made enquires about the home emergency cover, car breakdown cover and travel insurance so I think they were attracted to these benefits in particular. The fact that Mr and Mrs B may not have used all of the benefits doesn't mean the account was mis-sold. And I've seen nothing to suggest they couldn't potentially have benefited from the account as a whole.

Mr and Mrs B say they were told by Halifax in April 2010 that the travel insurance wouldn't cover their medical conditions. Halifax says that Mr and Mrs B called in April 2010 to register a medical condition and that they then called again in May 2011 to renew this registration. So it seems to me that Mr and Mrs B were attracted to the travel insurance and aware of its potential limitations. And I don't think they would have acted any differently had they been given any more information about the travel insurance.

Mr and Mrs B also complain that the car breakdown cover only covered home start. But I can see that they upgraded the breakdown cover they had with the URCA in November 2009. Mr and Mrs B say they only called to make an enquiry on this occasion. But even if this was the case, it shows that they were aware of the level of cover provided. . I think they would have been aware that they could have gone back to a free account if the URCA didn't meet their needs but they kept the URCA. So I don't think Mr and Mrs B would have acted any differently had they been given any more information about the breakdown cover.

I accept it's possible that Halifax didn't give Mr and Mrs B all of the information about the account that it should have. But I don't think there is anything about the account which they weren't told which would have put them off taking it if they'd known about it. And I don't think Mr and Mrs B have lost out because of anything Halifax might have done wrong.

### **my final decision**

For the reasons given above, I do not uphold the complaint or make any award against Bank of Scotland plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs B to accept or reject my decision before 5 October 2015.

Rachel Ellis  
**ombudsman**