

## **complaint**

Mr S has complained that Bank of Scotland plc (trading as "Halifax") mis-sold an Ultimate Reward Current Account ("URCA") packaged bank account to him in 2014.

Mr S has used a claims management company (CMC) to bring this complaint to us.

## **background**

One of our adjudicators has looked into Mr S' complaint already and he didn't think that Halifax mis-sold the packaged account to him. Mr S didn't accept this and asked for an ombudsman to look at the complaint and make a final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

We've explained how we handle complaints about packaged bank accounts on our website. And I've used this approach to help me decide what to do about Mr S' complaint. Having carefully thought about everything provided, I don't think that Halifax mis-sold the packaged account to Mr S. And so it doesn't owe him any compensation. I'd like to explain why.

I've firstly thought about whether Mr S was given a clear choice in taking this account. At this point, it may also help for me to explain that I have to make my decision based on what I think is most likely to have happened. When the parties to a complaint disagree about what happened (such as here) and there's a lack of evidence from the time, I have to think about what I have been provided with, what I do know and the wider circumstances at the time. In other words, what I have to do, in this case, is decide what I think is likely to have happened having weighed up what both Mr S and Halifax have been able to provide me with.

It looks like Mr S upgraded to the URCA from a fee free account that he'd had for a year or so. The documentation completed at the time appears to suggest that a fee free Classic account was also discussed with Mr S at the time of sale. And Mr S hasn't said anything about why he thought that he was no longer entitled to keep the fee free account he already had either. So I think it's more likely that Mr S would've known Halifax did fee free accounts and that he didn't have to have the URCA if he didn't want to. Having thought about everything, I think it's most likely that Mr S chose to upgrade to the URCA after having been given a clear choice as he was most likely interested in the benefits it included.

Mr S has said that the account was recommended to him. But I've not seen anything to suggest that Halifax carried out a detailed investigation into Mr S' personal circumstances at the time of the sale. So I'm not really persuaded that the account was recommended – especially as the documentation from the sale doesn't really support this. That said, I don't think this makes too much difference here because if Halifax did recommend the URCA it needed to take adequate steps to ensure it was a reasonable fit for Mr S' circumstances. And having thought about Mr S' circumstances and his actions since taking the account, I don't think that any possible recommendation of the URCA would've been unfair.

At the time the URCA was sold, the main benefits it included were mobile phone and travel insurance and breakdown cover. Mr S registered a handset for the mobile phone insurance. So I think it's fair to say that Mr S had a need for this cover and he found having it useful.

Mr S has also told us that he travelled. And having looked at his circumstances at the time – he was under the age limit, a United Kingdom resident and registered with a doctor – I've seen no obvious reason why he couldn't have made a claim on the travel insurance policy if he needed to. As far as I can see Mr S drove too. So overall I've seen no obvious reason why he couldn't have used the main insurance policies that came with the account.

I've seen what the CMC has said about Mr S already having all of this cover elsewhere. I don't know if he did because the CMC hasn't provided anything at all to support this and Mr S' registration of a handset suggests that whatever he may have had elsewhere he was relying on what the account included. In any event, I think that Mr S would've been told that the account came with these benefits. And I can't hold Halifax responsible if he chose to buy cover elsewhere instead of relying on what the account included. So I can't say that the account was mis-sold simply because Mr S may have decided to buy cover elsewhere. Even if this was, as the CMC has said, done for stability.

The CMC has also said that the URCA was mis-sold because Mr S later discovered that his partner also had a packaged account. But from what's been said, it sounds like he didn't know his partner had a packaged account at that time. And even if Mr S' partner's account was with Halifax, it wasn't in a position to discuss this account with Mr S as he wasn't a party to it. So I don't think that Halifax would've done anything wrong by failing to incorporate cover it was unlikely to have been told about in any possible recommendation.

Overall everything I've seen suggests that Mr S did use some of the benefits of the URCA and he was eligible for and could've used some of the others too. As this is the case, I don't think that it was unfair for Halifax to have offered the account to him and I can't say that any possible recommendation of the account was unfair.

Mr S may now, with the benefit of hindsight, think that he shouldn't have upgraded. And given what he might've read or heard about packaged accounts, I can understand why this might now lead him to believe his account might have been mis-sold – especially as his CMC has most probably told him this. But I think it's likely that Mr S chose to upgrade knowing what the account included. And while he may believe that the account hasn't proved value for money, I don't think that it was mis-sold.

I want to reassure Mr S that I've looked at all the information provided about his complaint. And I've thought about everything he and his CMC have said. Having done so, I don't think Halifax mis-sold the packaged account to him. So I don't think that it owes him any money.

### **my final decision**

For the reasons I've explained, I don't uphold Mr S' complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 10 June 2016.

Jeshen Narayanan  
**ombudsman**