

## **The complaint**

Mr H and Miss G have complained that Bank of Scotland plc trading as Halifax ("Halifax") told Mr H that his mobile phone would be covered for all eventualities and any claim would be paid under the mobile phone insurance when Mr H took out an Ultimate Reward Current Account in 2017.

When Mr H went to claim, he discovered that as he had sent the phone to a third party to sell it, he could not make a claim for the loss of his phone when the third party claimed the phone was not received.

Mr H says therefore that the URCA, was mis-sold because he was given wrong information when it was sold.

I note that the account was changed to a joint account shortly after the account was taken out so Miss G is party to this complaint. But the account was just sold to Mr H initially and he seems to be the main driver of this complaint so I will just refer to Mr H during this decision.

## **What happened**

One of our adjudicators assessed the complaint and she didn't think that Halifax had done anything wrong.

Mr H disagreed with this and asked for his complaint to be considered by an ombudsman. For the sake of clarity this decision is only addressing whether the URCA was mis-sold in the first place.

## **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.

We've explained our approach to complaints about packaged accounts on our website, and I've used that to help me decide this complaint. Having weighed everything up, I'm not able to uphold this complaint. I'll explain why.

I think it might help to explain that where matters are in dispute and evidence is lacking, as is the case here, I have to decide what I think was most likely to have happened, based on all of the evidence that is available.

Halifax has told us that the URCA was sold in a branch. Mr H has explained that during this sale he was told that he would be covered for essentially anything under the mobile phone insurance. I have carefully considered this, but I don't think it likely that this was the case, especially as no insurance that I am aware of covers *all* eventualities and pays out for any claim regardless of the circumstances.

Moreover, the documentation likely provided during the sale, when Miss G was added to the account and in yearly documentation summarising the main benefits and exclusions states that there are limitations for making a claim under the mobile phone insurance. So I would have expected this to have been queried earlier, if Mr H was told that the mobile phone insurance would cover everything during the initial sale. So I don't think that Mr H was misled during the sale of the URCA.

I note that Mr H disagrees with why his claim was declined but this is something he would have to address with the insurer. Halifax is only responsible for the sale of the account not about how claims are handled by the benefit provider.

Therefore, I've not seen anything to suggest that Halifax provided Mr H with any incorrect or mis-leading information about how claims may be settled, when the URCA was sold to him.

It therefore follows that, in the circumstances, I don't think it'd be appropriate to require the URCA fees to be refunded to Mr H, as he has requested.

### **My final decision**

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G and Mr H to accept or reject my decision before 25 October 2023.

Charlie Newton  
**Ombudsman**