

## **The complaint**

Miss J complains that Lloyds Bank PLC, trading as Halifax, didn't honour its advertised rate on a two-year fixed rate account. She says it couldn't open an account for her for 16 days, by which time the interest rate was lower.

## **What happened**

Miss J, who was an existing Halifax customer, wanted to open a two-year 3.6% fixed rate account. She says she visited her local branch on 31 October 2022 with all the paperwork to open the account, but the staff told her she couldn't open an account without an appointment. She booked the first available appointment which was 16 November. But, at that appointment, she was told the rate had changed that morning to 2.9%. She wants Halifax to honour the higher rate. She also had difficulties when she said she wanted to complain because the branch manager wouldn't log a complaint for her.

Halifax said its rates were subject to change and weren't guaranteed. It apologised Miss J didn't receive a better service in its branch when she wanted to raise a complaint. And it paid her £50 for the distress and inconvenience caused.

Our investigator didn't recommend that the complaint should be upheld. She didn't think Halifax had any obligation to offer Miss J the higher rate – she would only have received that rate if she'd opened an account when that was the rate on offer. She thought Halifax should have provided a better service when Miss J said she wanted to complain, but she thought Halifax's apology and the payment of £50 was fair.

Miss J didn't agree. She said, in summary, that Halifax had made an arrangement for her to buy its product at the specified rate. She was concerned with the way the branch was being run and the lack of goodwill and care towards an existing, elderly customer.

## **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.

Firstly, I'm aware that I've summarised this complaint in less detail than the parties and in my own words. I'm not going to respond to every single point made but no discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. In particular, I'd like to reassure Miss J that I've listened to recordings of her calls with our investigator, and I understand her strength of feeling on this matter.

Miss J went to a branch because she wanted to open a fixed rate account at the rate she'd seen advertised. And she says she had all the necessary paperwork with her. Unfortunately the branch was busy and there weren't any available staff to open the account for her.

Opening an account can take some time, even for an existing customer, as paperwork and identification needs to be checked. So I don't find it unreasonable that Halifax asked Miss J to make an appointment.

It's unfortunate that the next available appointment wasn't until 16 November. During our investigation, the member of staff at the branch recalled that this was the first date that Miss J was available. But that was purely a recollection which isn't backed by any evidence. It's clear to me from Miss J's consistent testimony that she would have been available earlier, but that this was the branch's earliest available appointment. Whilst I appreciate Miss J is upset at the suggestion that she delayed the appointment by choice, which I've found not to be the case, this doesn't make a difference to the overall outcome of the complaint.

At the appointment, Miss J was told the rate of 3.6% was no longer available and that the rate had reduced, that morning, to 2.9%. Miss J feels Halifax had made the arrangement for her to open the account. She says it knew, on 31 October, that she wanted to open the account with the interest rate of 3.6%; and booked her an appointment to open the account. I do understand Miss J's frustration, but I don't agree with her. Halifax booked an appointment for her to open a fixed rate account, but I've not seen anything to suggest that Halifax guaranteed the rate for Miss J. And the advertised rate was subject to change.

Miss J has explained to our investigator how, in view of her age and the fact that she has to use public transport, it involved some effort for her to get into the branch. I've not seen evidence that she shared this with branch staff on 31 October. So I can't conclude Halifax should have treated her differently when she visited the branch on 31 October.

Halifax didn't provide a good enough service on 16 November when she wanted to log a complaint. But I'm satisfied that Halifax has recognised this and paid her £50 by way of an apology. I think that is fair and reasonable.

### **My final decision**

For the reasons I've explained, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 26 December 2023.

Elizabeth Dawes  
**Ombudsman**