

The complaint

Mrs G complains (through her representative) that she was mis-sold a Select Platinum Account (SPA) in 2015 by National Westminster Bank Plc (NatWest).

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute, so I'll focus on giving my reasons for my 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.

Mrs G's representative says that she discovered in 2021 that Mrs G was paying for an SPA which she had no awareness of and was no longer able to use due to her advancing years. And her representative says that NatWest should not have migrated her from her previous Advantage Gold Account (AGA) to an SPA six years previously in 2015.

NatWest says that the SPA was very similar to the AGA. It says it stopped the AGA's for all customers in 2015 and notified Mrs G about the change and gave her the chance to opt out.

NatWest has provided evidence that Mrs G had been an active user of the AGA saving money on a loan and other credit. And as no registration was required for the travel insurance or car breakdown benefits, she would've been covered on holidays or while driving.

NatWest has provided evidence that it communicated regularly with Mrs G both before and after the migration. It highlights that its migration letter refers to the fact that the travel insurance benefit is available to people over the age of 70 for a small additional annual premium, as Mrs G was over 70 at the time of sale.

So, NatWest says it had no reason to think Mrs G didn't want either the AGA or the SPA.

I've reviewed all these submissions carefully. I think it's possible that the communication around the migration may not have worked well due to address changes, but I think Mrs G was aware from that she had a fee-paying account after 2015. I say this because she had regular communication about the SPA, and the fee appeared on her statements. So, I think it's more likely than not that the small change in the type of account she had didn't affect her wish to keep it.

In my view NatWest should not and could not have automatically stopped Mrs G's account at that point or later without an instruction and authorisation from Mrs G or an authorised representative.

I also think it's more likely than not that NatWest had no reason to believe that Mrs G didn't want to continue with her AGA or SPA. I say this because she had previously been happy with a fee-paying account since 2003 and it had not had any communication from her to say

she was dissatisfied. And it was still possible for her to use the main benefits at the time of migration.

I accept that Mrs G may have been able to use the benefits less as time passed, but it was incumbent on her to notify the bank and authorise a downgrade if she didn't want the SPA anymore.

I can understand Mrs G's representative holding the view she does, and I know she'll be disappointed with my decision, but I don't think that NatWest did anything wrong in this case for the reasons I've given above.

My final decision

My final decision is that I do not uphold Mrs G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 17 October 2022.


Richard Hill
Ombudsman