

## **The complaint**

Mr S has complained that Bank of Scotland plc (“BoS”) mis-sold him a fee-paying Silver account in March 2024.

Mr S has given a number of reasons why he says it was mis-sold. These include that he was told he had to take out the packaged account to get an overdraft or loan. Mr S says the account wasn’t explained to him properly and that it wasn’t explained to him that he had to register his mobile phone for it to be covered under the mobile phone insurance cover included with the account. Mr S also says he was told the account would provide discounts on insurance products.

## **What happened**

BoS issued its final response letter on 8 May 2025 and in summary, BoS didn’t uphold Mr S’s complaint.

After Mr S referred his complaint to this service, one of our investigators assessed the complaint and they didn’t think Mr S’s packaged account had been mis-sold.

As Mr S disagreed with the investigator’s assessment, the matter was referred for an ombudsman’s 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.

We’ve explained our approach to complaints about packaged accounts on our website and I’ve used that to help me decide this complaint. And having considered everything, I don’t uphold this complaint. I will explain why.

Mr S says he applied for the Silver account over the phone. But all of the evidence from BoS shows that he applied for the account online. So based on the evidence I have been provided with, it seems most likely to me that the sale took place online. Therefore, to gain an understanding of what information Mr S was likely to have been provided with, when he applied for the Silver account, I have reviewed archived versions of BoS’s website from March 2024.

Mr S says that he was led to believe that he had to take out a Silver account to obtain a loan or overdraft. However, looking at the archived version of BoS’s website, and in particular the information displayed about the Silver account, I can’t see anything that explicitly says this or even suggests that this is the case.

On the contrary, under a section titled *“Is this the right account for you?”* a table containing the fee-paying Platinum and Silver accounts, and the fee-free Classic account, is provided to let an applicant compare what costs and features are included with each account. Under the feature *“Overdraft facility available”* it makes it clear that an overdraft is available on all three accounts – including the fee-free Classic account.

Furthermore, it also says the following on the page explaining the Silver account:

*“Bear in mind that there are other accounts available to you that provide banking facilities without additional benefits, and which do not have a monthly fee.”*

So based on everything I have seen, I’m unable to conclude that BoS had provided Mr S with misleading information that suggested he would only be able to obtain an overdraft or loan if he agreed to a fee-paying packaged account.

As Mr S applied for the account online i.e. without the involvement of BoS staff, then I’m satisfied that the account was sold on a non-advised basis. This meant that BoS was not required to check if the account and associated benefits were suitable for Mr S’s specific circumstances. But it was required to provide Mr S with clear, fair and not misleading information so that he could make an informed decision for himself about whether the Silver account suited his circumstances.

Mr S says that BoS failed to properly explain the account to him. But looking at the information presented on the website, it is made clear that the account costs £10 per month, and explained that the account included, amongst other banking benefits, European travel insurance, breakdown cover and mobile phone cover. The website pages included a summary of the key benefits of each benefit, as well as important exclusions that apply to each of the benefits too. And it seems that, when Mr S went through the application process, he was provided with an Insurance Product Information Booklet - which provided further information on the levels of cover provided, key exclusions and anything he was required to do. And Mr S was given access to the full terms and conditions applicable to each of the benefits and the account itself as well. So given all of this, I’m unable to conclude that BoS had failed to explain the features of the Silver account.

One of the reasons why Mr S has said that the account was mis-sold is that he says BoS failed to make it clear that he needed to register his phone. But looking at the information about the mobile phone insurance cover, there was no requirement that he register his phone. It does say he *could* register his phone details to make any potential claims process more efficient, but this was not a strict requirement, and he was covered regardless of whether he registered a phone or not.

Mr S has also said that BoS didn’t inform him that the fee would increase. However, on the archived version of BoS’s website from March 2024, under the Silver account section it says:

*“Get all of these benefits plus much more for a £10 monthly fee. From 1st July 2024, we’re making some changes to this account. The £10 monthly account fee will increase to £11.50 per month. In addition, we’re removing our foreign currency fees when you use your debit card for this account. Before deciding if this is still the right account for you, it’s important you read the Guide to Changes (PDF, 34KB). This sets out all the detail on what’s changing.”*

So, in addition to any notification that BoS may’ve sent Mr S about the increase in the account fee, I’m satisfied that BoS did make it clear, at the time that Mr S applied for the account, that the fee would increase from July 2024.

Finally, I note that Mr S was unhappy that his account was still a Silver account when BoS responded to his complaint. But BoS explained in its response to the complaint that Mr S could change his account through online banking. And so, whilst I appreciate Mr S’s frustrations with BoS’s delay in responding to his complaint, I’ve not seen anything that would’ve prevented Mr S from changing his account himself online, whilst he waited for BoS to respond to his complaint.

So, based on everything I have seen and been provided with, I don’t think the Silver account was mis-sold. It therefore follows that I don’t think it would be appropriate to say that BoS should refund Mr S’s Silver account fees that he’s paid since he applied for the account.

**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 Mr S to accept or reject my decision before 15 September 2025.

Thomas White  
**Ombudsman**