

## **The complaint**

Mr and Mrs B have complained that Northern Bank Limited trading as Danske Bank (“Danske”) mis-sold them a fee-paying Choice Plus account in 2008.

Mr and Mrs B say they were told that if they wanted to obtain a specific mortgage product, they had to have a fee-paying Choice Plus account.

## **What happened**

Danske issued its final response on 21 August 2025 and it didn’t uphold the complaint.

After Mr and Mrs B referred their complaint to this service, one of our investigators assessed the complaint and they didn’t uphold the complaint either.

As Mr and Mrs B didn’t accept the investigator’s findings, 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’m unable to uphold this complaint. I will explain why.

Firstly, I think it may help to explain that where matters are in dispute and evidence is incomplete, as is the case here, I need to decide what I think most likely happened, based on everything that is available.

Mr and Mrs B say that they were remortgaging and, when they were given a mortgage offer by Danske, they were told that it was a requirement of the mortgage that they were applying for that they needed to have a Choice Plus packaged account with Danske. Conversely, Danske says that having a Choice Plus account was not a requirement of the mortgage. It says that Mr and Mrs B would’ve been given all of the important information so that they could make an informed decision about the type of account to have. Danske explained that, by having the Choice Plus account, Mr and Mrs B were able to waive a mortgage arrangement fee.

Given that the sale of the account took so long ago, it is difficult to know what exactly was discussed – although fortunately some sales documents have been located, which indicate what was likely to have been discussed during the sale of the account. And when weighing everything up, I have to be mindful that recollections can fade and change over time. Nonetheless, I have carefully considered Mr and Mrs B’s recollections of the sale and weighed this up with the evidence that is available – especially the information regarding the mortgage.

Having reviewed everything, I’ve not seen enough evidence for me to conclude that Mr and Mrs B were more likely than not told they must have a Choice Plus account to have the mortgage they were applying for. I say this because, the mortgage documents I’ve seen don’t mention there being a requirement that they needed a Choice Plus account. On the contrary, the mortgage documents show that Mr and Mrs B were able to waive the mortgage

arrangement fee because they had upgraded to the Choice Plus account. And I can see that, at the same time, Mr and Mrs B also took out other products that are included as features of the Choice Plus account – such as a Choice Plus savings account and a credit card that included travel insurance. So, I think it's just as likely, if not more so, that Mr and Mrs B agreed to the Choice Plus account because they were attracted to the benefits it provided.

Furthermore, the documents that are available from the time of the sale suggest that Mr and Mrs B were given a choice in the matter. For example, a sales document says:

*“I have shown below which type of package you have chosen...The products within the package you have chosen are marked with an X.”*

The sales documents from the time show that card protection and payment protection insurance was also discussed with Mr and Mrs B, but they said they didn't need either. This indicates they were aware that they were not obliged to take out the products that Danske discussed with them and that they had a choice in the matter.

I'm also mindful that, if it was the case that Mr and Mrs B had been told that they needed the Choice Plus account to secure the specific mortgage product, but didn't actually want the fee-paying account, I would've expected them to have questioned Danske about whether they could change their account, much sooner than they did.

So taking everything into account, I've not seen enough evidence for me to conclude, albeit on balance, that the Choice Plus account was mis-sold.

### **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 B and Mrs B to accept or reject my decision before 17 March 2026.

Thomas White  
**Ombudsman**