

## **complaint**

Mrs G has complained about packaged accounts sold to her by Lloyds Bank PLC ("Lloyds" or "the bank").

## **background**

Lloyds told us that Mrs G opened a free account with the bank in 1996. It says she then upgraded to a packaged account called a "Gold Service" account in 2003 and again to another packaged account called the "Platinum" account in 2007. She then upgraded again to a "Premier" packaged account in 2012. These packaged accounts offered a number of benefits for a monthly fee.

Lloyds has refunded Mrs G the difference between the Platinum and the Premier account fees as it feels the Premier account might have offered Mrs G more than she needed. Mrs G is not happy with this amount of refund. She feels the accounts may have been mis-sold to her because she hasn't used the benefits.

Our adjudicator did not recommend Mrs G's complaint be upheld. Mrs G disagreed with this recommendation and so the case has come to an ombudsman for review and final decision.

## **my findings**

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 how we handle complaints about packaged bank accounts on our website. And I've used this approach in deciding what to do about Mrs G's complaint.

Mrs G hasn't told us much about the sale of these accounts. But she says she doesn't think she was treated fairly by Lloyds. The bank disagrees though doesn't hold detailed records of the sales. In cases like this, I need to come to a decision on what I think is *more* likely to have happened. I appreciate this will come as a disappointment to Mrs G but I am not upholding her complaint and will explain why.

I think Mrs G would have been aware she didn't have to pay to bank with Lloyds as she had a free account with the bank for several years before first upgrading to a packaged account. It appears Mrs G took out a loan at the same time as upgrading to the Gold account in 2003 but she says she doesn't remember much about either the loan or the upgrade. She says she goes into the bank a lot and may have been reviewing her account at the time. Mrs G hasn't said that she didn't have a choice in any of her upgrades and I haven't seen anything which makes me think otherwise.

Both Mrs G and Lloyds agree that the bank advised Mrs G to take out the accounts. This means it had to take reasonable steps to ensure the recommendations were appropriate for her each time. In general, I haven't seen anything which makes me think the Mrs G would not have been able to use the benefits of either the Gold or the Platinum accounts.

One of the main benefits of the Gold account in 2003 was worldwide travel insurance. Mrs G told us that she occasionally travels in Europe. This was the cheapest packaged account Lloyds offered with travel insurance at the time so I don't think the recommendation was inappropriate.

By 2007 the Gold and Platinum accounts offered similar benefits including mobile phone and travel insurance and car breakdown cover. The Platinum cost more and offered enhanced versions of these, for example the travel insurance also covered family members and the car breakdown cover included home start assistance. These benefits might have appealed to Mrs G as she registered phones for the cover, called the travel insurers several times and used the car breakdown cover for home start. So altogether, it seems to me that the recommendation was an appropriate one.

Mrs G upgraded to the Premier account in early 2012. Lloyds says its recommendation wasn't appropriate for her as she didn't seem to need the additional benefits of the Premier account. It has refunded Mrs G the difference between the Premier and Platinum fees. I haven't made a finding on whether or not something went wrong in the sale of the Premier account. But I haven't seen anything which makes me think that Mrs G would have downgraded from the Platinum account at that time.

Lloyds also had to give Mrs G enough information about the accounts to enable her to decide if they were right for her. It's possible that Lloyds didn't tell her everything it should have about them, but I haven't seen evidence of information that Mrs G should have got that could have put her off upgrading each time.

I want to reassure Mrs G that I have carefully considered everything she's told me about her experience with Lloyds. But, altogether I don't think her packaged accounts were mis-sold to her and I don't uphold this complaint.

### **my final decision**

I don't uphold this complaint and I make no award against Lloyds Bank PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 11 April 2016.

Michelle Boundy  
**ombudsman**