

complaint

Mrs N has complained that National Westminster Bank Plc ("NatWest") mis-sold her an Advantage Gold packaged account on the promise of benefits that she's never received. She paid a monthly fee for the account.

background

Mrs N's account history with NatWest is as follows:

- she opened a fee-free account on 17 September 1987
- she upgraded to an Advantage Gold account on 25 May 2005
- she downgraded to a fee-free account on 14 October 2005
- she upgraded again to an Advantage Gold account on 10 March 2010
- this was changed by NatWest to a Select Platinum account on 8 July 2015
- she downgraded to a fee-free account on 11 August 2017

Before Mrs N's complaint reached this service NatWest agreed it had mis-sold the Advantage Gold account in May 2005. It refunded the account fees, plus interest to Mrs K. I haven't looked into that sale as NatWest has already done what I'd ask it to if I'd decided the account had been mis-sold.

Mrs N's complaint has two parts – one in relation to the sale of the Advantage Gold account and the other in relation to changes to her mortgage rate. Another ombudsman has looked into the complaint about Mrs N's mortgage rate so I'm unable to comment on that.

I know Mrs N has said that she's only held the Advantage Gold account once. But I've seen evidence of Mrs N's account history with NatWest. And as I've outlined above, I can see she held a fee-free account for a number of years before upgrading for the second time.

One of our adjudicators didn't think that NatWest mis-sold the second Advantage Gold account to Mrs N in March 2010 and didn't recommend that NatWest should pay her any compensation. Mrs N didn't agree so she asked for an ombudsman to look at the complaint and make a 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. I've used this approach to help decide what to do about Mrs N's complaint.

Where evidence is incomplete and matters are in dispute, as they are here, I make my decision based on what I think is *most likely* to have happened – keeping in mind everything I've seen and been told.

After giving Mrs N's complaint a lot of thought, I don't think the Advantage Gold account was mis-sold to her. I'll explain why.

I've started by thinking about whether Mrs N was given a fair choice when she took her packaged bank account.

Mrs N took the Advantage Gold account by switching from a free account, and I think that NatWest gave Mrs N a fair choice to take it or keep the free one. By the time Mrs N took the account she'd held a fee-free account for a number of years, as well as having previously held the Advantage Gold account. I don't know what made Mrs N decide to upgrade again, but I'm satisfied she'd have known she didn't have to. I think it's more likely she chose to upgrade because something about the account appealed to her.

NatWest hasn't been able to provide much information about the time this account was sold, but that's understandable since it happened such a long time ago. But I haven't seen anything to make me think that it recommended the Advantage Gold account to Mrs N. This means it didn't have to check her personal circumstances to make sure it was suitable for her. But it still needed to give her enough information about the account for her to decide whether she wanted it.

One of the main benefits of the Advantage Gold account in 2010 was worldwide travel insurance. This benefit didn't require registration and I can't see any reason Mrs N wouldn't have been able to rely on it if she'd needed to. I can see from Mrs N's account activity that she appeared to travel a fair bit. And whilst Mrs N might not have needed to claim on the travel insurance, that doesn't mean it was mis-sold to her. I think it's more likely than not that she was aware of the policy and benefited from the peace of mind of having it in place.

I've also seen that NatWest sent Mrs N a number of mailings in relation to the account and its benefits from 2010 onwards. So I think Mrs N would've been aware of what the account's other benefits were, and I think NatWest gave her information on how to use them if she'd wanted to.

Mrs N has also complained that she was told she'd save money on her mortgage if she agreed to the Advantage Gold account. But we've already explained to Mrs N it doesn't look like she applied for a mortgage around the time she took the Advantage Gold account for the second time. So I don't think that's relevant to my decision. As Mrs N hasn't come back to us with any further evidence or arguments about mortgage rates at the time she took the account for a second time, I haven't considered this point any further.

Mrs N may not have used or made claims on all of the benefits of the Advantage Gold account. And it's possible that NatWest didn't tell Mrs N everything it should have about it. But as I've explained, I think Mrs N would've known she didn't have to upgrade, and she could've used the benefits if she wanted to. So I haven't seen anything to make me think that Mrs N wouldn't still have taken the account even if NatWest had told her more about it.

I want to reassure Mrs N that I've looked at all the information I have about her complaint. And I've thought about everything she's said. But having done so I don't think NatWest mis-sold the Advantage Gold account to her in 2010. So I don't think it owes her any money.

my final decision

For the reasons I've explained, I don't uphold Mrs N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N to accept or reject my decision before 14 May 2018.

Sam Wade
ombudsman