

complaint

Mrs N complains that Santander UK Plc mis-sold her a packaged bank account in September 2011. She complains that she wanted a free account to be opened, but instead Santander sold her an account that she had to pay for.

background

Mrs N opened a Santander Reward account in September 2011 and downgraded the account in May 2013.

Our adjudicator has recommended that this complaint should not be upheld. He said that he thought the account benefits might have been useful in Mrs N's circumstances and that any information that Santander had not provided to Mrs N would not have caused her to make a different decision about taking the account. Mrs N disagrees and has asked, as she is perfectly entitled to, that the complaint should be decided by an ombudsman

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I have also taken into account the law, any relevant regulatory rules and good industry practice at the time the account was sold.

In essence, the questions I need to consider are:

- whether Mrs N was given a fair choice in deciding to take the packaged account.
- if any advice or recommendation was given, whether Santander took adequate steps to ensure that the product was suitable for Mrs N's needs; and
- whether Santander gave Mrs N information that was clear, fair and not misleading in order to put her in a position where she could make an informed choice about the product she was buying.

If I conclude that there were shortcomings in the advice or information provided to Mrs N, this will not necessarily result in me deciding the complaint in her favour. I would also need to find that Mrs N had acted differently – and to her detriment – as a result.

I have decided to not uphold this complaint.

At the time of the sale, Mrs N already held a fee-free account with Santander. She then asked to open a second account. It therefore seems to me that Mrs N would have been aware that Santander offered both free and chargeable accounts and that she could have taken an additional free account if she had wanted to.

I also think that Mrs N was aware that she had been sold the packaged account instead of the free one – Mrs N has told us that she thought the salesman was “pushy”. Mrs N registered for some of the benefits, and the account charge appeared each month on her statements. I think that if Mrs N had only wanted the free account she might have asked Santander about this much earlier than she did.

I haven't seen any persuasive evidence that suggests that Santander provided Mrs N with tailored advice, or a recommendation, on the account before it was sold to her. I therefore think that the account was sold on an information-only basis. So, Santander didn't need to ensure the account was suitable for Mrs N's needs – that was essentially a decision she needed to make for herself. Santander was however responsible for ensuring that it gave Mrs N clear, fair and not misleading information on which she could base her purchasing decision.

It seems to me that some of the account benefits might have been attractive to Mrs N. I can see that she made regular use of the interest free overdraft. It also appears from Santander's records that she registered her details for the travel insurance and card loss assistance. I appreciate that Mrs N thinks she had duplicate travel insurance, but she has not been able to provide us with any more details of this duplicate cover.

I have also considered that Mrs N has said that some of the account benefits were of no use to her – for example she says she didn't drive so had little need of the car breakdown cover. However packaged bank accounts are rarely tailored to the individual so it's unlikely that every customer will find every benefit useful. It was for Mrs N to decide whether the benefits, as an overall package, were attractive to her.

I don't know what information Mrs N received to inform her decision to take the packaged account, before she made it, and so I have considered the possibility that Santander didn't do enough in this regard. However, I haven't seen anything in the information Mrs N should have received that I think would have led her to make a different decision at the time about taking the account. Santander has shown that Mrs N was sent a welcome pack and it seems that she knew about some of the benefits. It therefore seems most likely she was told what the benefits were, even if she wasn't told everything she should have been about them.

In summary, I don't think that Santander acted unfairly in relation to how it sold this account to Mrs N. I think that Mrs N was aware she had the choice whether or not to take this account or a free one. The account provided her with benefits that she might have found attractive, and I don't think that any errors Santander might have made in not giving her the appropriate information on the account would have caused her to make a different decision.

my final decision

For the reasons given above, I do not uphold the complaint or make any award against Santander UK Plc.

Paul Reilly
ombudsman