

complaint

Mrs A has complained that National Westminster Bank Plc (NatWest) mis-sold a Select Silver packaged account to her in 2011. Mrs A paid a monthly fee for the account which offered several benefits in return.

Mrs A has brought this complaint with the help of a Claims Management Company (CMC).

background

Mrs A opened a Select Silver account with NatWest in September 2011, as a new customer. She closed this account in July 2014. Mrs A also opened another Select Silver account in January 2013 and closed that in April 2014. As NatWest has already refunded the account fee and interest for the second Select Silver account, this decision will only deal with the sale of the first account.

One of our adjudicators initially looked into Mrs A's complaint. He didn't think that NatWest had mis-sold the packaged account and didn't recommend it needed to refund the account fees. The CMC and Mrs A didn't accept this conclusion. They asked for an ombudsman to look at the complaint afresh 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 have used this approach to help me decide what to do about Mrs A's complaint.

Having thought carefully about all the points that have been made and the rest of the evidence, I don't think NatWest mis-sold the packaged bank account to Mrs A. Let me explain why.

As Mrs A signed an account opening form for the Select Silver account, I don't think she's saying she didn't agree to it. What she has said is that NatWest only offered her the Select Silver account and didn't discuss any free alternatives with her. I don't know everything that was said to Mrs A when she spoke to the bank. I also appreciate this all happened a number of years ago. Where there is a dispute about what happened (as there is here) I have to think about what Mrs A has said, in the overall context of everything I've been told and what documentation remains.

I appreciate the CMC has said that Mrs A originally held another packaged account with another bank and not a free account but Mrs A did originally tell us she'd held a fee free account before so there is some inconsistency here. But in any event, free accounts have been widely available in the UK for many years. So overall I think it's most likely that Mrs A would've already known that she didn't need to pay for an account if she didn't want to and she didn't need to specifically be offered one during her meeting to know that it was an option. Taking the evidence as a whole, I think Mrs A had a fair choice to take the Select Silver account and it's most likely she agreed to take it because she was interested in some of the benefits.

I accept NatWest may have initially brought the Select Silver to Mrs A's attention. But I've not seen any persuasive evidence to suggest NatWest recommended the account to her.

This means it was up to Mrs A to decide whether the account was right for her considering her situation at the time. Of course, NatWest did still have to give Mrs A enough clear information about the Select Silver for her to decide if she wanted it. And that's what I've considered here.

Mrs A says there was no discussion with her about the benefits. But I think it's most likely NatWest told Mrs A about the main benefits of the account as these would have made the account seem more attractive to her. The adjudicator referred to a registration of a mobile phone and a claim in 2013. The CMC has questioned this. I don't know if this particular registration related to the other Select Silver account which Mrs A took out in 2013. But as Mrs A's had a mobile phone when she took the first Select Silver account, I think it's possible she thought she'd find the account useful for this type of insurance. And the fact that she later went onto use the cover supports this. I accept Mrs A might not have needed to use travel insurance on the account or some of the other insurance benefits. But packaged accounts are sold as a pot of benefits for a set price – so they aren't tailored to the individual. This means it's inevitable some customers will find some benefits more useful than others would. But this doesn't mean doesn't mean the account was mis-sold.

It's possible that NatWest didn't go into the ins and outs of everything to do with the Select Silver account. But I haven't seen anything to make me think that Mrs A wouldn't still have taken the account even if NatWest had told her everything.

I want to reassure Mrs A that I've looked at all the information I have about her complaint. But I don't think NatWest mis-sold the account. So it doesn't need to refund the fees to her.

my final decision

I know this will be disappointing for Mrs A but my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 24 March 2016.

Sarita Taylor
ombudsman