

complaint

Mr M seeks a refund of the fees he paid for his *Advantage Gold* packaged bank account with National Westminster Bank plc ('NatWest'). He says the account was mis-sold.

background

Mr M thinks his packaged bank account was mis-sold because NatWest didn't tell him that the £12.95 fee (as of May 2008) was per *month*. He also believes that NatWest said this was the only account available. NatWest denies these allegations, saying that it gave no advice to Mr M – but plenty of information to enable him to understand the costs and benefits of the account.

Our adjudicator rejected the complaint. She felt it was more likely that Mr M had simply misunderstood. There was also evidence that he'd used one of the account benefits (discounted car insurance); and was aware of the other benefits even if he didn't use them.

Mr M has appealed, saying:

- His account statements didn't make the fee clear enough (and he's sent us a copy of one); and
- He's brought this complaint out of principle because NatWest could have made it clearer what the fee was for.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr M accepts that NatWest told him there was a fee for the account and how much, but says he wasn't told it was a monthly fee. NatWest has provided a copy of the *Advantage Gold* application form which Mr M signed in March 2008. This instructs applicants to read certain information leaflets about the account and its associated benefits. I've also seen, amongst other things, a copy of the welcome letter and welcome pack. I'm satisfied these were sent to Mr M because NatWest has provided a screenshot from its database indicating that such documents were despatched. These include the key features and overall annual fee (£155). And whilst the account statements only listed the fee as 'CHARGE' or 'CHG TO', Mr M was on notice every month for several years that £12.95 was being deducted from his account for something. Because he knew—on his own version of events—that the account did incur a fee, I think he ought reasonably to have realised that this sum was his monthly fee for an account clearly labelled *Advantage Gold* on the monthly statements. At the very least, he might reasonably have enquired about this charge at some point during the six years or thereabouts that he held the account. In the circumstances, I don't think NatWest misled Mr M about the cost of the account or how often the fee would have to be paid.

Taking everything into account, I can't reasonably accept that Mr M thought the fee-paid account was his only option. It seems that he knowingly upgraded on the basis of adequate information about the packaged account. There's no persuasive evidence that NatWest advised or pressured him to take it out.

Although Mr M didn't make use of most of the account benefits, I think the overall package was probably attractive to him at the point of sale. He did register for the discounted motor

insurance, which indicates that he was aware the account came with benefits (and to be fair, he's never denied this). Ultimately, it was his responsibility to cancel any duplicate benefits he already held, such as car breakdown cover. So, even if the account turned out not to be cost-effective for Mr M, I think this was probably due to his decision not to make use of its benefits rather than any wrongful acts or omissions by NatWest.

In the circumstances, I don't think this account was mis-sold. Mr M appears to have willingly upgraded from a free account on the basis of adequate information about the benefits and costs (which were also reiterated over the years, eg, via refresher packs and variation of terms notifications). His registration for a benefit indicates that the account was initially attractive to him; and whilst he ended up with duplicate cover and unused benefits, this doesn't appear to be NatWest's fault. I'm not persuaded Mr M suffered loss as a result of any wrongdoing by NatWest.

my final decision

For the reasons set out above, I am unable to uphold this complaint against National Westminster Bank plc. I'm sorry to disappoint Mr M. Under the rules of the Financial Ombudsman Service, I am required to ask him to accept or reject my decision before 19 June 2015.

Mark Sceeny
ombudsman