

complaint

Mr G has complained that TSB Bank plc mis-sold a Gold packaged bank account to him in 2001, and a Platinum account in 2004. He paid monthly fees for the accounts, which offered a number of benefits in return.

Mr G also complained to TSB about a Silver packaged bank account, taken out in 2009. TSB has refunded the fees Mr G paid for that account, so I have not considered it in this decision.

Mr G has used a claims management company (CMC) to bring his complaint to us.

background

One of our adjudicators has looked into Mr G's complaint already. The adjudicator didn't think that TSB mis-sold the packaged accounts to Mr G. The CMC didn't accept this recommendation and 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 is 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 decide what to do about Mr G's complaint. I agree with our adjudicator that TSB did not mis-sell the packaged accounts to Mr G.

In response to our adjudicator's assessment, Mr G said that he was coerced into taking both accounts, because he was led to believe all accounts were introducing monthly fees, which were offset by the benefits provided. He didn't think about preferential rates when taking his loans, which he needed to support changing financial circumstances at the time. He also said that he already held comprehensive breakdown cover and didn't feel there was a need for travel insurance, as many travel agents require customers to use their own insurer. Finally, he said he only registered his cards and documents for the card protection cover because TSB prompted him to do so.

I've thought about these points carefully but I still don't think that Mr G's complaint should be upheld, because:

- Mr G took the Gold packaged bank account by switching from a free account. I think it's likely the bank informed him that there were fee-paid accounts available, and the charge for these funded a number of benefits. But I haven't seen anything to make me think that Mr G was told all free accounts were being withdrawn.
- Mr G later upgraded to a Platinum account. TSB's notes from the time say that Mr G upgraded to benefit from the advanced travel and breakdown cover. I note what Mr G has said about not needing these insurances. But taking everything into account, I'm not persuaded that TSB's notes are inaccurate, or that there wasn't a discussion about upgrading. So overall, I think it most likely that in both sales, TSB gave Mr G a fair choice between taking a packaged account and keeping or returning to a free account.

- I don't think that TSB recommended the packaged accounts to Mr G so it didn't have to check if the accounts were suitable for him. It was for Mr G to decide whether the benefits had value to him, given his circumstances.
- TSB had to give Mr G enough clear information about the packaged accounts for him to decide if he wanted them. Like our adjudicator, I think that Mr G was attracted to some of the benefits of the packaged accounts and chose them because of these benefits. I think the preferential loan rates in particular could have attracted him to the Gold account. Mr G has said he took a loan out shortly after opening that account because he needed extra finance, rather than thinking about the interest. I accept Mr G's finances were likely to be his priority at the time – but I also think he was still likely to be attracted to the lower rates offered by the Gold account.
- Similarly, while Mr G has said he doesn't now see any value in the travel insurance or car breakdown cover, TSB's notes suggest that in 2004 he did have an interest in this cover. And the travel insurance and car breakdown cover offered by the Platinum account had some advantages over the Gold account. As set out above, taking everything into account I think it's most likely that TSB's notes on this upgrade are accurate. So I think these were probably the main attractions of the Platinum account for Mr G.
- I think TSB told Mr G about the main benefits of the accounts when it sold them to him. And if Mr G had duplicate cover in place it was up to him to decide whether or not he wanted to cancel it. Mr G has not complained about being unable to access specific benefits. Although he may not have used all the benefits available to him, it doesn't mean TSB mis-sold the accounts.
- TSB has confirmed that Mr G registered for the card protection service in 2009, after downgrading to a Silver account. I therefore haven't considered Mr G's registration when making my decision, as the fees for the Silver account have already been refunded.
- It's possible that TSB didn't tell Mr G everything it should have about the packaged accounts. But I haven't seen anything to convince me that Mr G would not still have taken the accounts even if TSB had told him everything. Mr G has suggested that the travel insurance wouldn't cover him because of his age. I can see this would have been an issue with the Silver account, but having considered the policy documents for both the Gold and Platinum accounts, I'm satisfied he was under the relevant age for the whole time he held these accounts.

I want to reassure Mr G that I have looked at all the information I have about his complaint. Having done so, I don't think TSB mis-sold the packaged accounts to him.

my final decision

For the reasons I've explained, I don't uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G to accept or reject my decision before 20 July 2015.

Cara Goodbody
ombudsman