complaint

Mrs H has complained that Lloyds Bank PLC (Lloyds) mis-sold her a Silver packaged bank account (PBA).

background

Lloyds has told us that Mrs H first opened a fee free account in 2007. She upgraded the account to a Silver PBA in February 2011. The account offered a number of benefits for a monthly fee.

Lloyds didn't uphold Mrs H's complaint. Our adjudicator investigated her complaint. She decided not to uphold it. In essence she didn't think that the account had been mis-sold. She thought Mrs H would've been aware of the cost of the account and she had used the mobile phone insurance it provided. Mrs H didn't agree with her and asked for the case to be reviewed. The case has been passed to me for a decision to be made.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I think the relevant issues to take into account are the same as those set out on our website about our approach to complaints about packaged bank accounts. I've decided not to uphold this complaint.

The first thing I've thought about is whether Mrs H was aware she had a choice about taking out the account and whether she agreed to take it out. Mrs H has said she never asked for the upgrade and it was added without her consent. I need to decide what I think is most likely to have happened taking into account all of the evidence, including what Mrs H has said.

Less than two weeks after upgrading to the Silver account, Lloyds records show that Mrs H registered a mobile phone. This suggests to me that Mrs H was aware of the PBA, was interested in the mobile phone insurance it provided and that she agreed to take it out.

Mrs H has told us that she previously held a free bank account. And Lloyds' records show that she had previously held a free bank account with it. I think it's likely Mrs H knew she had a choice about whether or not she had to take out a fee paying account when she upgraded to the Silver PBA.

Looking at everything I've been provided with, I simply don't have enough evidence to decide that Mrs H didn't agree to take out the PBA or that she didn't have a choice about whether or not she had to take it out.

It doesn't seem to me from what Mrs H has told us and everything else I've been given, that she was provided with individual tailored advice about the account and all of the benefits it provided. This means Lloyds didn't need to make sure that the account was suitable for her. But it had to provide Mrs H with sufficient information so she could decide if the account was right for her.

The account provided a number of different benefits. I think it's likely there was some form of discussion about the benefits the account provided particularly as the account charged a fee. And I think it's likely Mrs H was attracted to some of the benefits the account provided and knew that the account charged a fee. As I've said above I think Mrs H was interested in the mobile phone insurance the account provided. So I think it's probable the benefits offered with the account were explained as part of the sales process, in order to persuade Mrs H to upgrade her account to one that charged a fee.

I accept it's possible that Lloyds didn't give Mrs H all of the information it should've done when it sold the account. But for the reasons I've given, I don't think that Mrs H would've acted any differently. Also there doesn't appear be anything about any of the benefits which she might not have known about, which would have limited their value or usefulness for her. And which had she known about would've put her off taking out the account. This means Mrs H isn't worse off as a result of what Lloyds may have done wrong, so there's nothing it needs to do to put things right.

my final decision

For the reasons I've given, I've decided not to uphold Mrs H's complaint about Lloyds Bank PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 2 November 2015.

Simon Dibble
ombudsman