

complaint

Miss W complains National Westminster Bank Plc (NatWest) mis-sold her an identity theft protection policy in October 2007.

background

Miss W says she was told she had to take out the policy and could face large losses if she lost her cards and didn't have it. She says she later found out this wasn't the case and called up to cancel but was scared into keeping it.

In relation to the cancellation request, NatWest says the records show Miss W called the policy administrator to cancel the policy in May 2008. The adjudicator explained that a complaint about what happened during that conversation would therefore need to be against the policy administrator.

In relation to the mis-sale complaint, the adjudicator didn't recommend the complaint be upheld. Miss W didn't agree, so the complaint's been passed to me for a 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. Having done so, I haven't upheld Miss W's complaint.

I agree with the adjudicator that the conversation in May 2008 when Miss W called up to cancel the policy can't reasonably be considered against NatWest as it seems that conversation was with the policy administrator. I therefore haven't considered it as part of this decision.

Miss W says she was told she had to have the policy. But she also told the adjudicator she can't remember how it was sold to her. It therefore seems as though Miss W's recollection of the sale has – understandably – faded over time. And this limits the weight I can place on it. I also note that the welcome letter Miss W has provided refers to being able to withdraw the application for the policy or terminate the policy when it's in place. Taking everything into account, I think it's most likely Miss W understood she had a choice about taking the policy out and chose to do so because she was attracted to some of the benefits.

Miss W says she was led to believe the policy offered protection against fraudulent use of her cards if they were lost or stolen. However, as this was a benefit of another – completely separate type of policy – I think it's unlikely she was led to believe it was a benefit of this policy. The welcome letter she's provided doesn't refer to this as a benefit. And I note she did take out a policy that offered this benefit a few years later. It therefore seems most likely to me that she's – understandably – confusing the two sales and was correctly told what the benefits of this policy were. It was then up to her to make use of the benefits as and when she wanted to and the cover was there if needed.

my final decision

My final decision is that I don't uphold Miss W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 11 April 2016.

Laura Layfield
ombudsman