

## **complaint**

Mr J complains that a guaranteed life cover plan was mis-sold to him by National Westminster Bank Plc.

## **background**

Mr J took out a guaranteed life cover plan with NatWest in March 2008 which would pay him a guaranteed cash lump sum of £4,367 for a monthly premium of £20. He became unemployed in June 2012 and was no longer able to afford the premiums. He asked NatWest to refund the £1,020 that he had paid in premiums. He was not satisfied with its response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. He concluded that the plan had not been mis-sold to Mr J and that NatWest should not be required to refund the premiums to him.

Mr J has asked for his complaint to be considered by an ombudsman. He says that NatWest gave him a “digibox” as a “sweetener” so that he would take out the plan. He has proposed that NatWest should be given £200 for the “digibox” and that he should receive a refund of the balance of his premiums which totals £820.

## **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 J completed an application form for the plan in March 2008. He ticked a box to show that he wanted “*Option 3*” which was a guaranteed cash lump sum of £4,367 for a monthly premium of £20. He signed the form in two places – firstly to confirm his application for the plan and secondly to authorise a direct debit for the monthly premiums. The plan was set up as requested by Mr J and he received the free “digibox”.

NatWest has provided a copy of the marketing materials that were used for the plan (and which included the template of the application form that was completed by Mr J) and I consider that those materials properly describe the plan. NatWest says that the plan was taken out on a non-advisory basis and that the marketing materials did not constitute advice.

Mr J had the benefit of the plan from March 2008 until it was lapsed by NatWest in 2012 because Mr J had not paid the premiums. I am not persuaded that there is enough evidence to show that the plan was misrepresented to Mr J in anyway or that it was mis-sold to him by NatWest. NatWest is entitled to offer incentives to potential customers and I do not consider that it was unfair or unreasonable for it to offer Mr J a free “digibox”.

I am not persuaded that NatWest has acted incorrectly in its dealings with Mr J concerning the plan. I therefore do not consider that it would be fair or reasonable for me to require it to refund any premiums to Mr J or to pay him any other compensation.

**my final decision**

For these reasons, my decision is that I do not uphold Mr J's complaint.

Jarrold Hastings  
**ombudsman**