

## **complaint**

Mr P has complained that Lloyds Bank PLC ("Lloyds") mis-sold him a Silver packaged bank account in 2010.

Mr P has used a Claims Management Company ("CMC") to bring his complaint to us.

## **background**

Two of our adjudicators have looked into Mr P's complaint already and they didn't think that Lloyds mis-sold the packaged account. The CMC didn't accept this 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's fair and reasonable in the circumstances of this complaint. We've explained how we handle complaints about packaged bank accounts on our website. And I've used this approach to help me decide Mr P's complaint.

Having carefully thought about everything I've been provided with, I don't think that Mr P's complaint should be upheld. And I'd like to explain why.

I've started by thinking about whether Mr P was given a choice in taking the packaged account. At this point, it may help for me to explain that I have to make my decision based on what I think is most likely to have happened. And in working out what I think is most likely to have happened, I have to think about everything I've been told together with everything else I've been provided with and see how this fits with what I do know. In other words, what I have to do, in this case, is decide what I think is most likely to have happened having weighed up what both Mr P and Lloyds have been able to provide me with.

From what I've seen, Mr P's account was upgraded to a Silver one from a fee free one that he'd had for a few years. So I think that Mr P would've known that Lloyds did fee free accounts and I don't think that he needed to be offered one again to know that it was an option for him. The CMC initially said that Mr P's account was upgraded without his agreement. But it looks as though he's registered for the mobile phone insurance. And Mr P didn't have this available to him on his previous account. So this suggests that Mr P must've known that his account had been upgraded. And, in these circumstances, I think it's most likely that Mr P would queried why he now had a different account, rather than use the benefits, if the upgrade genuinely had taken place without his agreement.

I'm also mindful that the CMC's also gone on to say that Mr P only agreed to the account because the salesperson was very insistent. Given the CMC has been wholly inconsistent, it's difficult for me to place much weight, if any, on what it's said happened at the sale. In any event, I've not seen enough to be able to safely say that Mr P was pressured by Lloyds to the extent that he could've reasonably believed he had no choice other than to agree to the upgrade.

Taking everything I've seen together, and while I've given some thought to what the CMC's said are Mr P's recollections from the sale, I think it's most likely that Mr P was provided with a clear choice on upgrading. And I think it's likely that Mr P chose to take the Silver account because he, at the time at least, thought the benefits it included might prove useful to have.

As I've found that Mr P most likely agreed to the account, the crucial question I now need to think about is whether he could've used the benefits – not whether the account proved value for money in the period of time she held it.

Lloyds has said that it recommended the Silver account to Mr P. This means that Lloyds had to make a fair recommendation to Mr P, by taking adequate steps to ensure the account was a reasonable fit for his circumstances. Having thought about Mr P's wider circumstances and his actions since taking the account, I don't think that the recommendation of the Silver account by Lloyds was unfair or inappropriate. I think that Mr P was attracted to some of the benefits and he could've used them. And it looks to me that the account chosen was, on the whole, a reasonable match when the benefits Mr P had a need for and may have wanted are taken into account.

At the time Mr P upgraded to the Silver account some of the key benefits it included were travel insurance, mobile phone insurance and breakdown cover. And the information provided by Lloyds suggests the account was recommended for the European travel insurance. Mr P's told us that he travelled in Europe at least once a year. And having looked at his circumstances, he was a United Kingdom resident, was within the age limit for the policy and registered with a doctor, I've seen no obvious reason why he couldn't have claimed on the policy if he needed to. Indeed as Mr P hasn't said that he had this cover elsewhere, I think he might've been relying on what the account included.

Mr P also registered a handset for the mobile phone insurance policy not too long after taking the account. I've seen what the CMC has said about the bank doing this automatically. But as the registration took place sometime after the sale, I don't find what the CMC's said plausible. And I think it's more likely that Mr P registered for this cover because he had a need for it and he thought he'd find having it useful. Mr P's also said he drove and that he had a car. So I think that he could've found having the breakdown cover useful too.

Taking the Silver account was the cheapest way Mr P would've been able to have the travel insurance, mobile phone insurance and breakdown cover that I think he wanted and needed, at the time, with Lloyds. So I think that the account was a reasonable fit for his circumstances at the time of the sale. And I don't think that Lloyds' recommendation was unfair or inappropriate. Overall having carefully thought about everything I've seen on this case together, including Mr P's particular circumstances, I've not seen anything to suggest that the recommendation of the Silver account was unfair or inappropriate.

I accept that Mr P may now, with the benefit of hindsight, believe that he hasn't benefitted from the account as much he had hoped and expected to when he initially took it out. And given what he may have heard or read about packaged bank accounts in general and what his CMC is likely to have told him, I can, to some extent, understand why he might now think his account was mis-sold. But I think that Mr P agreed to the Silver account after having been provided with a choice. And having thought about everything I've seen on this case, I think the account was a reasonable fit for Mr P bearing in mind his particular circumstances at the time. So I don't think that Lloyds did anything significantly wrong when it sold the Silver account to Mr P.

I want to reassure Mr P that I've looked at all the information provided about his complaint. And I've thought about everything he's said. But having done so, I don't think that Lloyds mis-sold the packaged account to him. So I don't think it owes him any money.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr P to accept or reject my decision before 30 August 2016.

Jeshen Narayanan  
**ombudsman**