

complaint

Mr and Mrs H have complained that National Westminster Bank Plc (NatWest) mis-sold a packaged bank account to them in 2008. They pay a monthly fee for the account which offers several benefits in return.

background

One of our adjudicators has looked into Mr and Mrs H's complaint already. The adjudicator didn't think that NatWest mis-sold the packaged account and didn't recommend it pay any compensation.

Mr and Mrs H didn't accept this and asked for an ombudsman to look at the complaint and make a final decision. Their main complaint points are that:

- They had only taken the packaged account because they were told they had to have it because of their overdraft
- They only used some of the insurances because they came with the account which they thought they had to have
- They have not used many of the benefits

my findings

I've considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. When there is a dispute about what happened and a lack of evidence from the time, I have to make my decision based on what I think is most likely to have happened given the evidence I do have and the wider circumstances at the time.

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 and Mrs H's complaint. I agree with our adjudicator that NatWest didn't mis-sell the packaged account to Mr and Mrs H and doesn't owe them any compensation. I'll explain why below.

Mr and Mrs H took the packaged bank account by switching from a free account which they had held for a number of years. They have said that they were told that they *had* to take the account because of their overdraft. But they already had an overdraft which they had increased a number of times prior to upgrading the account. And I can't see that they increased it further when they upgraded their account. I think it's more likely that they were told they would benefit from not paying the monthly arranged overdraft fee and a discounted overdraft rate and decided to take the account because of this. I think their recollection may have faded due to the time that has since passed. Free accounts were also widely available in the UK at this time, and I think Mr and Mrs H would've known this. So taking all of this into account, I think it's most likely that NatWest gave Mr and Mrs H a fair choice to take the packaged account or keep the free one.

I haven't seen enough to suggest that a detailed discussion of Mr and Mrs H's circumstances took place so I don't think that NatWest recommended the packaged account to Mr and Mrs H. This means it didn't have to check if it was suitable for them. It did have to give them enough information so that they could decide if they wanted to take it or not.

The packaged accounts came with a number of benefits. I think it's likely that NatWest would've made Mr and Mrs H aware of the key benefits of the accounts as it is these benefits that make the account more attractive. I can see that Mr and Mrs H regularly used their overdraft and, as explained above, I think the discounted overdraft rate and the fact that they didn't have to pay the monthly arranged overdraft fee is likely the reason they took the account. They have also made use of the breakdown cover and registered a mobile phone suggesting they found other aspects useful.

They may not have used all the benefits but this doesn't mean NatWest mis-sold the account. Packaged accounts are rarely tailored to an individual and I don't think that Mr and Mrs H had to be attracted to or need every benefit to think the account was worth having. And I haven't seen any reason why they wouldn't have been able to make use of the other benefits on the account.

It's possible that NatWest didn't tell Mr and Mrs H everything it should have about the packaged account. But I haven't seen anything to make me think that Mr and Mrs H wouldn't still have taken the account even if NatWest had told them everything.

I want to reassure Mr and Mrs H that I have looked at all the information I have about their complaint. Having done so I don't think NatWest mis-sold the account to them so I don't think it owes them any money.

my final decision

For the reasons I've explained, I don't uphold Mr and Mrs H's complaint.

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

Rob Deadman
ombudsman