

## **complaint**

Miss C has complained that Santander UK Plc ("Santander") mis-sold her a Reward Account on 16 November 2009.

## **background**

I attach my provisional decision of 2 October 2017, which forms part of this final decision. In my provisional decision I set out why I was intending to uphold Miss C's complaint. I invited both parties to make any further comments before I reached a final decision. Miss C responded accepting my decision, Santander responded agreeing to my decision as well. It did though provide calculations of the redress that would be payable.

In this instance the accounts fees plus 8% simple interest would total £597.33 and the savings made from holding the account totalled £1,485. Therefore no refund would be due to Miss C.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As neither party has disagreed with my findings I see no reason to depart from the outcome of my provisional decision, which is attached.

So, I remain of the opinion that the account was mis-sold and Miss C should be refunded the account fees, and that Santander is entitled to deduct savings made as a direct result of holding the account. My understanding of this is that this means that no compensation is due to Miss C.

## **my final decision**

For the reasons set out above, I uphold Miss C's complaint, but I do not make any award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 14 December 2017.

Charlie Newton  
**ombudsman**

## **my provisional findings**

I've considered all the available evidence and arguments to provisionally decide what is fair and reasonable in the circumstances of this complaint.

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 Miss C's complaint.

I've carefully thought about everything I've been provided with and I've thought about everything both parties have said. Having done so, I'm intending to uphold Miss C's complaint. I'd like to explain why in a little more detail.

Santander has accepted that it mis-sold the account to Miss C. So I don't have to look at how the account was sold. Santander has suggested that Miss C isn't entitled to any compensation because she saved money as a result of having the account.

Santander says Miss C didn't pay the same amount of unpaid item fees and unauthorised overdraft charges that she would've otherwise had to pay if she'd had a free account. But the figures that it has provided do not make it clear if this would've outweighed the cost of the account fees.

So I haven't seen enough here to be able to safely say that Miss C hasn't suffered a financial loss as a result of being mis-sold the Reward account.

As this is the case, I'm intending to uphold Miss C's complaint and say that Santander should calculate any compensation that may be due by following the instructions set out in the section of this decision entitled '*what Santander needs to do to put things right*'.