

## **complaint**

Miss R has complained that Lloyds Bank PLC ("Lloyds") mis-sold her three packaged bank accounts, a Select account in 2008, a Platinum account in 2012 and a Gold account also in 2012.

## **background**

One of our adjudicators looked into the sale of these accounts. He concluded that there was no account fee paid for the Platinum account and that he did not think that the Select and Gold account were mis-sold. Miss R didn't agree so the complaint has been passed to me.

I have looked into whether account fees were paid for the Platinum account and I am satisfied that none were. Given this I will focus my decision solely on the other two account sales.

## **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 Miss R's complaint.

Where evidence is incomplete and matters are in dispute, as they are here, I make my decision based on what I think is most likely to have happened given the evidence that is available and the wider circumstances at the time.

I know this is going to come as a disappointment to Miss R, but after giving this case a lot of thought, I haven't seen enough to conclude that the Select and Gold account were mis-sold. I know this isn't the outcome that she was hoping for. But I hope that my explanation will help her to understand how I have come to this conclusion.

Miss R has explained that when she took out these accounts she was not made aware that free accounts were available. I have carefully considered this. But Miss R did hold a fee free account prior to the first upgrade. So I think that she would've been aware that Lloyds did free accounts and this was an option for her.

Miss R has said that the accounts were recommended to her. And based on what I know about the sale of Lloyds' packaged accounts at the times of sale, I think it's most likely that the accounts were recommended to her. This means that Lloyds had to make fair recommendations by taking adequate steps to ensure that the account was a reasonable match for Miss R's circumstances. And it had to give Miss R enough information for her to decide if she wanted the accounts.

In relation to the Select account, the main benefits when it was taken out were Mobile Phone Insurance and Breakdown Cover. Given that Miss R did own a mobile phone and did drive a car I don't think that this recommendation was inappropriate. I also note that Miss R did register a mobile phone on the Mobile Phone Insurance, which suggests she may have been attracted to this account for this benefit. I've seen what Miss R has said about her not doing this. But this information has come from the insurer, which isn't responsible for refunding the fees if I were to find the account was mis-sold. It also looks as though the registration was

for a make of handset that Miss R had. So I've got no reason to doubt or disbelieve this information.

The Gold account included travel insurance as well as the benefits Miss R appears to have found useful on her Select account. Miss R has told us that she travelled. So I think she could've found this cover useful. Miss R also registered a further mobile phone and also used the breakdown cover on a number of occasions. This suggests that she continued to find these benefits useful. Given this I don't think that Lloyds' recommendation of the Gold account was inappropriate either.

For both sales it's possible that Lloyds didn't tell Miss R everything it should've about the accounts. But I haven't seen anything to make me think that she wouldn't have taken out the accounts had she been told everything about the accounts.

Miss R says that she was told she was getting the benefits for free. But I've seen Miss R's signed application form for at least one of the sales. And I can see that it clearly shows there's a monthly account fee for it. Equally given the number of sales that took place, I think that Miss R would've received a substantial amount of documentation about the accounts. And this would've explained that Miss R had fee paying packaged accounts which included a number of benefits. Also, Miss R's use of the benefits suggests she knew that these accounts came with benefits. Benefits which she didn't have on her previous free account. So I don't see why she would've believed that she'd be getting these benefits for free. Taking all of this together I think it's unlikely Miss R was misled into thinking that she was getting the benefits she used for free.

Miss R has said that she attempted to downgrade the account. I have looked at all the information that I have been provided and I cannot see a formal request to downgrade the accounts so given this I cannot say that Lloyds did anything wrong in relation to this. But I'd like to remind her that Lloyds' final response has set out what she needs to do if she no longer wants her Gold account.

I want to reassure Miss R that I've looked at all the information I have about this complaint. And I've thought about everything she has said. But having done so I don't think Lloyds mis-sold the packaged accounts to her. So I don't think it owes her any money.

### **my final decision**

For the reasons given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss R to accept or reject my decision before 30 May 2017.

Charlie Newton  
**ombudsman**