

complaint

Mr C has complained about a mis-sold card protection insurance policy in 1999 with National Westminster Bank Plc (NatWest). He has said that he does not recall agreeing to the policy.

our initial conclusions

Our adjudicator upheld the complaint. She could not find any evidence that Mr C agreed to the policy as NatWest had not provided its file or a final response letter. NatWest did not respond to our adjudicator's view but subsequently provided its file. Its file did not include evidence of Mr C's agreement to the policy but it did provide evidence from the administrator of the policy that Mr C had initially registered cards to be covered by the policy by filling the necessary form by hand. Mr C has had sight of this information and has confirmed that it is his handwriting but that he cannot recall filling out the form. He added that he would not have agreed to ongoing card protection at that time. He opened a student account because a £50 incentive was being offered – he would not have chosen to have given £25 away on card protection when it was something that would have come with the NatWest account.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr C and NatWest have provided. Although Mr C completed the form to register cards to the policy, I note that after this initial action, no further cards were added to the policy nor were any card details amended. In any event, it is not apparent from the registration document that an insurance policy is being purchased for which a premium will be debited. As there is no documentation from the time of the sale I am persuaded by Mr C's evidence that he would not have chosen to purchase the policy if the terms had been explained to him. In the circumstances I consider that his complaint should be upheld. I note that it took NatWest some time to respond to this complaint; however I am not persuaded that this caused Mr C distress and inconvenience. Accordingly I make no further award in this regard.

My final decision is that I require National Westminster Bank Plc to refund all premiums charged. Interest should be added at the rate of 8% simple per annum (less tax properly deductible) from the date each premium was taken until settlement.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr C either to accept or reject my decision before 14 June 2013.

Lindsey Woloski

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.