

complaint

Miss C complains that The Royal Bank of Scotland PLC ("RBS") mis-sold her a Royalties Gold packaged bank account in 2011. She pays a monthly fee for the account, which offers her a range of benefits in return.

background

One of our adjudicators has already looked into Miss C's complaint. He didn't think RBS mis-sold the Royalties Gold account to her.

Miss C disagreed. She said at one point, she'd been told her partner wouldn't have been covered by the travel insurance that came with the account. She was upset they'd travelled without sufficient cover. Even though they hadn't needed to make a claim, or had a claim rejected, the potential that this could've happened was very upsetting. Miss C was also unhappy that she'd had to pay an additional premium for her medical conditions. And she said she was told her partner would be covered by the mobile and breakdown insurance, but this wasn't the case.

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 look at complaints about packaged bank accounts on our website. I've used this approach to help me decide Miss C's complaint.

I've thought very carefully about everything Miss C's sent us and told us. But while I'm sorry to disappoint her, I don't think RBS mis-sold her the account. I'll explain why.

Miss C said she's unhappy that she had to pay an additional premium for her medical conditions. The decision about whether or not a customer has to pay extra to get cover for their medical conditions and how much they need to pay is one the travel insurer makes. It isn't the bank's responsibility. So I won't be looking at this issue in this decision. I understand Miss C made a complaint to us in 2013 about the additional premium she'd paid to the travel insurer for a particular trip which was looked into by one of our adjudicators. If she's unhappy with any more additional premiums she's paid for since then, she'll need to contact the travel insurer directly.

Both RBS and Miss C agree she'd had a free account before she upgraded. Miss C told us she upgraded when she asked about travel money and RBS' representative said she'd be better off going on to the Royalties Gold account as she'd get many benefits. Miss C hasn't said she wasn't given a real choice about whether or not to keep her free account. And it sounds like she decided to take out the packaged account because she wanted the benefits that came with it. So I think RBS gave her a fair choice about whether or not to take the account.

Miss C says RBS recommended she take out the account. RBS says it didn't. I haven't seen enough to make me think RBS assessed her needs or gave her a tailored recommendation of the insurance policies that came with the account. So I don't think it advised her to upgrade. This means it was up to Miss C to decide if the account was right for her.

RBS did have to give Miss C enough clear information so she could decide if the account was right for her. Based on what Miss C's said, it seems like RBS' representative would've told her what the main features and benefits of the account were because this would've made it seem more attractive to her. And I think it's likely they explained that to get those benefits, she'd need to pay a monthly fee.

It looks like Miss C was attracted to some of the insurance benefits that came with the account. RBS' records suggest she registered a phone on the mobile insurance and a card on the card protection insurance a couple of weeks after she upgraded. And that she's called the travel insurer on a number of occasions. It also looks like she first told the travel insurer about her medical conditions very shortly after the upgrade and was charged an additional premium to be covered. She paid another extra premium for medical cover in 2013. And RBS has told us she also called the home emergency insurer a few months after the upgrade. So it seems to me that she wanted to be covered by these policies and was relying on them.

It's possible RBS didn't tell Miss C everything it should've done and that it gave her some wrong information about the insurance policies that came with the accounts. She's told us RBS didn't explain she'd have to pay extra for her medical conditions to be covered. I've thought about this carefully. But even if it didn't tell her the insurer might charge her an extra premium, it looks like she paid the first additional premium around the time she upgraded. So if she'd felt RBS hadn't given her the right information when she took the account, I think she could've complained and downgraded at that point. And so I don't think it's likely that this information would've made a difference to her decision to upgrade.

Miss C says she was wrongly told her partner would be covered on the mobile and breakdown insurance. I can understand it would've been upsetting for her if they'd both been relying on this cover. But again, Miss C registered her phone only shortly after the upgrade. So I think it's likely she would've found out that only she was covered at that point. RBS hasn't provided any record of her calling the breakdown insurer, but I accept it's possible she could've found out about this from a copy of the policy or in branch. Miss C could've downgraded if she'd been unhappy with the policy terms when she found out about them. And so again, I don't think these terms would've affected her decision about whether to take the Royalties Gold account or not. Because Miss C hasn't had a claim rejected because of any wrong information she might've been given by RBS, I don't think she's lost out.

And Miss C has also told us she's upset because she was wrongly told her partner *wasn't* covered by the travel insurance. I can understand that if she was given the wrong information, it would be upsetting for her to think that they hadn't both been covered. Luckily, they didn't need to make a claim and I think it's likely that even if Miss C's partner had had to claim, he would've been covered by the travel insurance policy so long as he was travelling with her. But while I can understand Miss C's upset, I haven't seen enough to make me think it's most likely RBS did give her this information or that it did anything wrong. And because she hasn't lost out on a claim, I don't think it needs to give her any money.

Finally, Miss C mentioned when she first complained to us that RBS had written to her partner about the account type changing even though he isn't an account holder. It looks like the email address RBS sent the email explaining the change to was an address Miss C shared with her partner. And I think it's likely RBS intended it for her. I don't think RBS sending the email to this address was an unreasonable thing to do.

I'd like to reassure Miss C that I've looked at everything she's sent us, I don't think RBS has done anything wrong that it needs to put right. So I'm not telling it to pay her any money.

my final decision

For the reasons I've given above, my final decision is that I don't uphold Miss C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 9 November 2015.

Lisa Barham
ombudsman