

complaint

Mr and Mrs G have complained that they were mis-sold a Royalties packaged bank account by The Royal Bank of Scotland Plc ("RBS") in 1997. They paid a monthly fee for the account which included some benefits.

background

Mr and Mrs G also complained about the sale of a Royalties Gold account that took place in 2001. But I've previously explained to Mr and Mrs G that we can't look at their complaint about that account, because it was made too late. So although I acknowledge Mr and Mrs G have made further points about this, and they've said they are going to make a subject access request to RBS, I still can't look at the complaint about that sale. And this decision is only looking at the sale of the Royalties account that took place in 2001.

I attach the relevant section of my provisional decision of 28 January 2016, which forms part of this final decision. In my provisional decision, I set out why I didn't intend to uphold Mr and Mrs G's complaint. I invited both parties to make any further comments before I reached a final decision.

Following this, RBS confirmed that it had nothing further to add. Mr and Mrs G confirmed that they were having difficulty with the subject access request they made to RBS. And they've provided some press articles about RBS.

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. I've used this approach to help me decide what to do about Mr and Mrs G's complaint.

Having carefully thought about all of the further information provided by Mr and Mrs G, I still remain of the view that RBS didn't mis-sell the Royalties account to them. So I'm not going to ask it to pay them any compensation.

I appreciate that Mr and Mrs G have told us that they are having difficulty with the subject access request that they made to RBS. But that is more concerned with the complaint, I've already told them I can't look at. I've fully explained why that's the case previously. So I can't comment on that complaint any further. While I've read the articles Mr and Mrs G have provided, I have to limit myself to the particular facts of this case and the information I've seen about the sale of this particular account. And having done that, I've not seen enough to be able to say that RBS did mis-sell the Royalties account to Mr and Mrs G.

I want to reassure Mr and Mrs G that I've looked at all the information that I've been provided with. And I've thought about everything that they've said. But having done so, it remains the case that I don't think RBS mis-sold them their Royalties account. So I'm not upholding their complaint.

my final decision

For the reasons set out above and in my provisional decision of 28 January 2016, I don't uphold Mr and Mrs G's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs G to accept or reject my decision before 8 April 2016.

Jeshen Narayanan
ombudsman

COPY OF RELEVANT SECTION OF PROVISIONAL DECISION

why I don't think RBS mis-sold Mr and Mrs G their Royalties account

I've considered all the available evidence and arguments to provisionally 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 what to do about Mr and Mrs G's complaint.

Having carefully thought about everything I've been provided with, I don't intend uphold Mr and Mrs G's complaint about their Royalties account. And I'd like to explain why.

I've started by thinking about whether Mr and Mrs G were given a choice in taking this account. At this point, it may help for me to explain that I have to make my decision based on what I think is most likely to have happened. And in working out what I think is most likely to have happened, I have to think about everything I've been told together with everything else I've been provided with and see how this fits with what I do know. In other words, what I have to do, in this case, is decide what I think is most likely to have happened having weighed up what Mr and Mrs G and RBS have been able to provide me with.

Mr and Mrs G say that they weren't given a choice in taking the packaged account. But I have to think about what they've said in light of the fact that this sale took place almost twenty years ago. And as a result their recollections about what happened at the time aren't likely to be as vivid and as clear now. From what I've seen, it does look like Mr and Mrs G's account was opened as a fee paying Royalties one. But it's common knowledge that fee free accounts are widely available in the United Kingdom. And it also looks like Mr G had one with RBS at the time this account was opened. So I think it's likely that Mr and Mrs G would've known they could have a fee free account if that's what they really wanted.

Taking everything I've seen together, I think it's likely that Mr and Mrs G were given a clear choice on taking the Royalties account. And I think it's likely that they chose to take it because they, at the time, thought that the benefits it included might prove useful to them.

From what I've seen, I don't think that RBS recommended the Royalties account to Mr and Mrs G. This means that it didn't have to check whether the account was right for them and it was up to Mr and Mrs G to do this. I think it's likely that Mr and Mrs G would've been told about most, if not all, of the benefits on the account in order to make it appear as attractive as possible. After all RBS was trying to persuade them to take it when they most likely knew they didn't have to. And the best way to do this would've been by telling them about what they'd get for the monthly fee.

As I've found that Mr and Mrs G most likely agreed to take the Royalties account, the crucial question I need to think about is whether they could've used the benefits – not whether the account proved value for money. And what I've seen suggests Mr and Mrs G were able to use some of the benefits and could've used some of the others.

The account came with preferential interest rates on overdrafts and savings. From what I've seen it looks like Mr and Mrs G successfully applied for an overdraft, not too long after the sale, and opened a number of savings accounts over the years. So they received better interest rates on these products as a result of having the Royalties account. Mr and Mrs G also appear to have registered cards for the card protection benefit – which was the main insurance benefit at the time the account was taken out – not too long after the sale. So I think it's fair to say that they relied on this cover and they may well have found having it useful.

Mr and Mrs G may now, with the benefit of hindsight, believe that they haven't benefitted from the account as much as they had hoped and expected to when they initially took it. And given what they might've read and heard about packaged accounts in general, I can understand why this might lead them to believe their Royalties account was mis-sold. But I have to base my decision on what I think

is likely to have happened at the time and I can't use hindsight when reaching my conclusion. And having done so, I think that Mr and Mrs G chose to take the Royalties account after having been made aware of what it came with.

I want to reassure Mr and Mrs G that I've looked at all the information provided about their complaint. And I've thought about everything they've said. Having done so, and while I appreciate that this will be very disappointing for them, I, at the moment, don't think that RBS mis-sold the Royalties account to them. So I'm not intending to uphold their complaint about this sale.

my provisional decision

For the reasons I've explained, I don't intend to uphold Mr and Mrs G's complaint about the sale of their Royalties account.

I will look at any further points insofar as they relate to the sale of the Royalties account – I won't be looking at any other points on whether the complaint about the Royalties Gold account was made within the time-limit as my decision on that part is final. So if RBS or Mr and Mrs G have anything further to add before I issue a final decision on this matter, they should ensure anything they send reaches me by 29 February 2016.

Jeshen Narayanan
ombudsman