

complaint

Mr P has complained that Lloyds Bank PLC ("Lloyds") mis-sold a Platinum packaged bank account to him in 2011. Mr P has said that he was told he had to take out the Platinum account in order to get an overdraft.

Mr P is also unhappy that there were difficulties around him recently downgrading the account.

background

Our adjudicators looked at Mr P's complaint and didn't think Lloyds had mis-sold the Platinum account. They also thought that the £75 compensation that Mr P had been paid by Lloyds to reflect the difficulties he had downgrading his account was sufficient.

Mr P disagreed and asked for an ombudsman's decision.

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 Mr P's complaint.

Having carefully thought about everything I've been provided with, I don't think Lloyds mis-sold the Platinum account. I'd like to explain the reasons for my decision.

I've started by thinking about whether Mr P was given a clear 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 having weighed up what Mr P and Lloyds have been able to provide me with.

Mr P upgraded to a fee paying Platinum account from a free one he'd had for a number of years. So I think that Mr P would've known he could've had a free account with Lloyds if that's what he wanted. Mr P says he was told that he had to upgrade to have an overdraft. But I can't see any application for an overdraft prior to the upgrade or for a year after the upgrade, and even when the overdraft was applied for it was only for £100. Taking this into consideration I don't think that it is likely that someone would have agreed to pay £17 a month for an overdraft that they did not apply for at the time. Overall I think that it is more likely that Mr P agreed to the upgrade due to the benefits that it came with after being given a fair choice. Let me explain why.

Lloyds says it recommended the Platinum account to Mr P. So it had to make a fair recommendation, by taking adequate steps to ensure the account was a reasonable fit for Mr P's circumstances. Having thought about Mr P's circumstances and his actions, I think that the account was a reasonable fit for him. Mr P's registered handsets on the mobile phone insurance and used the breakdown cover and there is evidence of travel shortly after the upgrade.

I've seen what Mr P's said about having cover elsewhere. But Lloyds will have informed Mr P what the account included and this is supported by his use and registration for some of the benefits. I can't hold Lloyds responsible if Mr P chose not to address the implications of

any duplication in cover. I'd also add that Mr P's use of the benefits on the packaged account appears to support that's the cover he was relying on. As this is the case, I don't think Lloyds' recommendation was unfair.

I'm open to the possibility that Mr P may not have been told about all of the significant features and exclusions on all of the benefits when the account was initially sold to him. But I haven't seen anything specific that he was not told that I think would have changed his decision to take out the account. So I don't think that clearer information would've stopped him from taking the account in the first place.

Mr P may now, with the benefit of hindsight, believe he hasn't benefitted from the account as much as he'd hoped and expected to. And given what he may have read or heard about packaged bank accounts in general, I can understand why he might now think this account was mis-sold. But I think that Mr P chose to accept what, on the face of things, appears to have been a reasonable recommendation made by Lloyds. So having thought about the information provided and listened to everything Mr P's said, I don't think that the Platinum account was mis-sold.

In relation to the issues that Mr P had downgrading his account I think what Lloyds has already done is sufficient taking everything into consideration.

my final decision

For the reasons I've explained, I'm not upholding Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr P to accept or reject my decision before 9 June 2019.

Charlie Newton
ombudsman