

## **complaint**

Mr B has complained that Lloyds Bank Plc ("Lloyds") mis-sold him a Silver packaged bank account in 2012.

## **background**

Our adjudicators looked at Mr B's complaint and eventually concluded that Lloyds hadn't mis-sold the packaged account. Mr B disagreed and asked for an ombudsman to look at his complaint and make a final 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 B's complaint.

Having carefully thought about everything I've been provided with, I'm not upholding Mr B's complaint. I'd like to explain the reasons for my decision.

I've started by thinking about whether Mr B was given a choice in taking the packaged 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 both Mr B and Lloyds have been able to provide me with.

Mr B's account was opened as a fee paying Silver account. But it's common knowledge free accounts are widely available in the United Kingdom. And Mr B did open a separate one with Lloyds a year after he was sold his Silver account. So I think Mr B would've known Lloyds did free accounts and that he could've had one of those if that's what he really wanted. Mr B says he was told he needed the Silver account to get an overdraft. But the information I've seen also shows he was able to have overdraft on the free account he opened. So I think it's unlikely that Mr B took the Silver account just to be able to get an overdraft.

Overall taking everything I've seen together and while I've carefully thought about what Mr B has told us, I think it's likely that Mr B was provided with a clear choice on upgrading. And I think it's likely Mr B chose to take the Silver account because he thought the benefits included might prove useful to have.

Lloyds says it recommended the Silver account to Mr B. So Lloyds had to make a fair recommendation to Mr B, by taking adequate steps to ensure it was a reasonable fit for his circumstances. Having thought about Mr B's circumstances and his actions since taking the account, I don't think Lloyds recommending the Silver account was unfair or inappropriate. I think Mr B was attracted to some of the benefits and he could've used them. And it looks to me that the Silver account was a reasonable match for Mr B when the benefits he had a need for and may have wanted are taken into account.

The information from when the Silver account was sold suggests it was recommended for mobile phone insurance and breakdown cover. Mr B registered a handset for the mobile

phone insurance and he also drove and had a car. I've seen what Mr B's said about only having a cheap phone and not driving regularly. But I don't think that it's unfair to say he had a protection need for this cover. And his registration of a handset for the mobile phone insurance does suggest that he thought it was worth insuring that particular mobile phone at least.

I know Mr B didn't need travel insurance at the time. But this is reflected in the documentation from the time. And, in any event, at the time taking the Silver account was the cheapest way Mr B would've been able to have the benefits – mobile phone insurance and breakdown cover - that I think he wanted and needed with Lloyds.

I've seen what Mr B says about the account being unaffordable for him. But having looked at Mr B's statements, this doesn't appear to be the case at the time the account was sold. So overall I think that the account was a reasonable fit for Mr B's circumstances at the time of the sale. And I don't think that Lloyds' recommendation was unfair or inappropriate.

I'm open to the possibility Mr B might not have been told everything he needed to know about all the ins and outs of the account. But as he was able to use the benefits he looks to have upgraded for, I do think he received enough to know and understand what it was he was agreeing to.

I accept that Mr B may now, with the benefit of hindsight, believe he hasn't benefitted from the account as much he'd hoped and expected to when he initially took it out. And given what he may have read or heard about packaged bank accounts in general, I can understand why he might now think his account was mis-sold. But I think Mr B agreed to accept what, on the face of things, was a reasonable recommendation. So I want to reassure Mr B that I've independently looked at all the information provided about his complaint. And having given careful thought to what's been provided and listened to everything he's said, I don't think that Lloyds mis-sold the Silver account to him.

### **my final decision**

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B to accept or reject my decision before 26 August 2018.

Jeshen Narayanan  
**ombudsman**