

## **complaint**

Miss H has complained about a packaged bank account that National Westminster Bank Plc ("NatWest") sold to her.

## **background**

Miss H originally opened a free account with NatWest, before upgrading to an "Advantage Gold" account in 2011. She paid a monthly fee for the account which provided various benefits in return.

Miss H has raised a number of concerns about her account. Our adjudicator didn't uphold the complaint. Miss H disagreed with the adjudicator's opinion so the complaint has come to me for 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. Having done so, I've decided to not uphold Miss H's complaint for the reasons given below.

Miss H says that she was told upgrading her account would help her to get an overdraft. But I don't think it likely that Miss H was misled in the way she suggests because there's no evidence of her applying for an overdraft until much later on. This leads me to think that when Miss H upgraded she didn't have a pressing need for an overdraft and that the discussion with NatWest would therefore have been about the account's benefits rather than how to access an overdraft. And it seems Miss H told NatWest that she had overdraft facilities at her previous bank, which suggests she knew she could get approval for an overdraft without having to pay for an account.

Miss H hasn't said anything else about the sales process itself, so there's nothing else to suggest that Miss H wasn't given a fair choice about upgrading. But Miss H has raised concerns about what happened after the sale, which I address below.

Miss H has complained that she wasn't allowed to change the day her monthly account fee was paid and that this caused her to incur additional unarranged overdraft charges. NatWest says it has no record of Miss H requesting to change the day her account fee was paid. But it has refunded *all* the unarranged overdraft fees Miss H incurred whilst she had her Advantage Gold account. So I can't say Miss H lost out because of NatWest's actions because Miss H hasn't, ultimately, had anything to pay other than her monthly account fee. And I'm satisfied that Miss H was happy to pay this because she is complaining about *when* it was paid, rather than the payment of the fee itself.

I have also reviewed Miss H's bank statements and it looks like Miss H would have incurred some overdraft charges even without her account fee. So, all things considered, I think NatWest's approach of refunding all unarranged overdraft charges has been fair and reasonable in this case.

I acknowledge Miss H's point that NatWest didn't downgrade her account as soon as she complained. But NatWest responded to her complaint within a month, notifying her that her account had been downgraded. So taking this into consideration along with the refund of all of Miss H's unarranged overdraft charges, I don't think I can safely say NatWest

treated Miss H in an unfair manner.

Miss H has also complained that a travel insurance claim was turned down even though her travel companion's claim for the same event was successful. I don't have information on either claim. But, as pointed out by our adjudicator, Miss H and her travel companion had different insurance policies which are likely to have had different terms, conditions and claims procedures. So I don't think it is necessarily unusual that Miss H's claim appears to have been treated in a different way.

More specifically with regards to Miss H's complaint, it looks like the provider of the account's insurance asked her for further information so as to assess the claim. Miss H hasn't provided this information. I don't know exactly what information Miss H is being asked for, or what bearing it has on her claim. But if Miss H thinks she is being treated unfairly, then she should complain to the insurer directly. Miss H can bring the matter to us if she is not satisfied with the insurer's response.

It follows that I don't uphold Miss H's complaint.

### **my final decision**

For the reasons given above, I've decided not to uphold Miss H's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss H to accept or reject my decision before 5 November 2015.

Christian Wood  
**ombudsman**