

complaint

Miss G complained that The Royal Bank of Scotland Plc (RBS) mis-sold a packaged bank account to her in 2002.

background

I attach my provisional decision of 26 November 2015, which forms part of my final decision. RBS contacted me to say they had nothing further to add but Miss G has not provided a response by the deadline I set.

my findings

I have reconsidered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. We've set out our general approach to complaints about packaged bank accounts on our website. And I've used this approach to help decide what to do about Miss G's complaint.

As RBS had nothing further to add and Miss G has not provided any new evidence or arguments for me to look at, I see no reason to change my conclusions set out in my provisional decision.

my final decision

For the reasons I've explained I don't uphold Miss G's complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 8 February 2016.

Sophia Smith
ombudsman

copy of provisional decision

complaint

Miss G has complained that The Royal Bank of Scotland (RBS) mis-sold the Royalties Gold packaged bank account to her in 2002. She paid a monthly fee for the account which offered several benefits in return.

background

One of our adjudicators has looked into Miss G's complaint already. The adjudicator didn't think that RBS mis-sold the packaged account to Miss G and didn't recommend that RBS should pay her any compensation. Miss G didn't accept this and asked for an ombudsman to look at the complaint and make a final decision.

my provisional 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 decide what to do about Miss G's complaint.

Miss G opened a free account with RBS in 2000. She held that for a couple of years before she upgraded to the Royalties Gold account in 2002. Miss G says she was told she had to take this account as it was the only way to keep her overdraft and have a loan, and she would get preferential rates and other benefits. RBS says any loan application would not be linked to her taking the packaged account and that she was given a fair choice.

Where there is a dispute about what has happened I have to decide what I think, on balance, is most likely to have happened. I have looked at Miss G's circumstances and her history with the bank to help me with this. I can see that Miss G changed her overdraft limit on at least five occasions before she upgraded. And a month before the upgrade she had increased her overdraft limit to £250 (she'd had higher limits than this previously on her free account). I can also see that Miss G had a £2,000 loan in 2001 and then took out a loan for £2,350 two months after the upgrade. Miss G went on to take out several more loans after this.

Reviewing all of this it's clear Miss G was able to change her overdraft limit when she held a free account and secure lending with RBS. Based on all this I'm not persuaded that Miss G was told she had to take the Royalties Gold account to get a loan or to keep an overdraft. I think what's more likely is that she was told about the benefits of the Royalties Gold account and thought the discounted rates on the overdraft and loans was appealing and chose it for that reason. And I think she was given a fair choice to keep her free account or pay for the Royalties Gold account and she chose to upgrade. And Miss G did go on to go on to make savings on her loans and overdraft as a result of having this account.

I don't think that RBS recommended the packaged account to Miss G so it didn't have to check if the account was suitable for her.

RBS had to give Miss G enough clear information about the packaged account for her to decide if she wanted it. I don't know what was discussed when Miss G upgraded her account. But I think it's likely that RBS would have explained the main benefits as this would have made the account more attractive. Miss G went on to use the car breakdown cover and made two claims on the mobile phone insurance. Suggesting she had enough information to know that she had these benefits and how to use them.

Miss G has said she couldn't use the travel insurance that came with the Royalties Gold account because of the other insurances that she had but I can't see any reason that she would have been restricted from using the cover. It was up to her to choose which policy to use if she had more than one or to cancel any duplicate insurances that she held. So I don't think that better information about the account would have made a difference to her decision to take the account. It's important to note that Miss G may not have used all the benefits but that does not mean that the account was mis-sold.

It's possible that RBS didn't tell Miss G everything it should have about the packaged account. But I haven't seen anything to make me think that Miss G would not still have taken the account even if RBS had told her everything.

I want to reassure Miss G that I've looked at all the information I have about her complaint. And I've thought about everything she has said. But having done so I don't think RBS mis-sold the packaged account to her.

my provisional decision

For the reasons I've explained, I don't intend uphold Miss G's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss G to accept or reject my provisional decision before 29 December 2015.

Sophia Smith
ombudsman