

## **complaint**

Mrs H has complained that Lloyds Bank PLC mis-sold a Select packaged bank account to her in 2006. She paid a monthly fee for the account, which offered a number of benefits in return.

Mrs H has used a claims management company (CMC) to bring her complaint to us.

## **background**

One of our adjudicators has looked into Mrs H's complaint already. The adjudicator didn't think that Lloyds mis-sold the packaged account. Mrs H didn't accept this assessment and asked for an ombudsman to look at the complaint and make a final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what is 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 Mrs H's complaint. When Mrs H disagreed with our adjudicator and asked for an ombudsman to look into the complaint, she said that she was told she could only have a Select account – and she wasn't made aware of any of the benefits. Mrs H thinks her mobile phone was registered for insurance automatically by the bank, as she already held cover through her network provider. And she's told us that she didn't use the breakdown cover, as she doesn't drive – but her ex-husband may have claimed without her knowledge.

I've thought about these points carefully, and everything else I've seen, but I still don't think that Mrs H's complaint should be upheld.

Mrs H opened the Select account around nine years ago. Where she and Lloyds disagree or it's not clear what happened at the time, I have to make my decision based on what I think is most likely to have happened, taking into account everything I've been told and all the information I've been given.

Mrs H has told us that when she opened the account, Lloyds didn't offer her an alternative fee-free account. But she's also told us she had held fee free bank accounts before, so I think it's likely she knew that she didn't have to pay to have a bank account.

Mrs H has said that when she opened her account, she wanted one that would provide her with a cash card and cheque book, but Lloyds told her she could only have these facilities with a Select account. While I don't know exactly what was said during the sale, I know Lloyds did offer cash cards and cheque books on fee free accounts at the time. And I don't think I have enough information about the sale to say that Lloyds deliberately mis-led Mrs H in this way. Rather, I think it probably suggested the Select account to Mrs H. And I think she then decided to take the account, because there was something about it she was interested in. But I can appreciate that after all these years, Mrs H doesn't remember it happening this way.

Lloyds has said it recommended the account to Mrs H, while Mrs H has told us no advice was provided. I haven't seen any information to suggest that there was a detailed discussion about Mrs H's circumstances, or that Lloyds provided a tailored recommendation. But even if it did, Lloyds sold these accounts as packages for a set price. And even if not all of the benefits were suitable for Mrs H, I haven't seen anything to make me think the overall package was unsuitable for her. And it looks like she could have used most of the benefits.

Lloyds had to give Mrs H enough clear information about the packaged account for her to decide if she wanted it. It's not clear to me what attracted Mrs H to the account at the time. Mrs H has told us there wasn't anything that would have attracted her to the account. But based on what I've seen, I think it's likely that, at the time, she thought the account and some of its benefits might be useful to her. And she has gone on to use some of benefits over time as I explain below.

The Select account offered a fee free overdraft of £50 and I can see that Mrs H used her overdraft, keeping below the £50 limit. She also registered several phones for the mobile phone insurance. Lloyds has told us the first one was registered just a few days after she opened the Select account. And the car breakdown cover provided by the account was used several times.

Mrs H thinks that one of the phones must have been registered automatically when she called Lloyds. I can understand why Mrs H might think this, especially if she doesn't remember registering the phone. But as far as I'm aware, Lloyds didn't run an automatic registration system at the time – and wouldn't have been able to access some of the necessary details if Mrs H hadn't provided them. So overall I think it's more likely that Mrs H did register the phones. I've also considered what Mrs H has said about some of the phone details being incorrect. I don't know how Lloyds recorded the information about phone models. And it's possible that one of the registered phones may have been recorded incorrectly. But I don't think that means the Select account was mis-sold to Mrs H, or that she wasn't interested in the mobile phone insurance.

I've also thought about what Mrs H has said about already having mobile phone insurance through her network provider. I don't know the details of this insurance, or exactly what it covered. But as I think Mrs H did register several phones, it seems she was interested in the insurance offered by the Select account. So while she may have had some other cover, I don't think this means the policy was of no benefit to her.

Mrs H has also said that she doesn't drive, so would never have claimed on the breakdown cover. Lloyds has provided details of three breakdown claims, which Mrs H thinks may have been made by her ex-husband. I've thought about this carefully. And I can see that the policy covered Mrs H as a driver or a passenger – so she didn't have to own or be driving the broken down vehicle. But it wouldn't have been possible for anyone else to claim in her name, as she was the only policyholder. And the policy terms required her to be with the broken down vehicle when assistance was provided. So overall I think it's most likely that Mrs H did claim on the breakdown cover, although she may not now recall the details.

Mrs H may not have used all the available benefits, but this doesn't mean Lloyds mis-sold the account.

It's possible that Lloyds didn't tell Mrs H everything it should have about the packaged account. But I haven't seen anything to make me think that Mrs H wouldn't still have taken the account even if Lloyds had told her everything.

I appreciate that Mrs H feels very strongly about her complaint. But I want to reassure her that I have carefully considered everything she's told us and I've have looked at all the information I have about her complaint. Having done so I don't think Lloyds mis-sold the packaged account to her.

**my final decision**

For the reasons I've explained, I don't uphold Mrs H's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs H to accept or reject my decision before 9 December 2015.

Cara Goodbody  
**ombudsman**