

complaint

Mrs A has complained that National Westminster Bank Plc (NatWest) mis-sold an Advantage Gold packaged bank account. The account offered a number of benefits.

background

Mrs A held a Graduate account with NatWest, before it was upgraded to an Advantage Gold in 2012. At the time, she was employed by NatWest and didn't need to pay the monthly account fee until she left its employment. Mrs A left the bank in 2013.

We initially looked into Mrs A's complaint and didn't think NatWest had mis-sold the Advantage Gold account or led her to believe it would downgrade it when she left the bank. Mrs A didn't accept the conclusion 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's fair and reasonable in the circumstances of this complaint.

We have explained how we handle complaints about packaged bank accounts on our website. I have used this approach to help me decide what to do about Mrs A's complaint.

Having thought carefully about all the points that have been made and the rest of the evidence, I don't think NatWest mis-sold the packaged bank account to Mrs A. So it doesn't need to compensate her. I'll explain why.

Mrs A has said that NatWest upgraded her account automatically and she wasn't given a choice. But she's also said that she was not aware her account was an Advantage Gold. In cases like this – where the evidence is incomplete or contradictory, I have to make my decision based on what I think is *most likely* to have happened given the evidence that is available and the wider circumstances at the time.

With this in mind, I've thought about what Mrs A has said in the overall context of everything I've been told and what documentation remains. I think it's likely Mrs A agreed to upgrade her account and had a fair choice to do so. The Advantage Gold account gave Mrs A access to a number of banking and insurance benefits for free. I think this would've appealed to her as she'd previously held an account without all these particular benefits. Also, following the upgrade Mrs A went onto to register a mobile phone. I don't think she could've done this unless she'd known she had the Advantage Gold account. And as mobile phone insurance was one of the benefits of the account, I think Mrs A thought she'd find this and some of the other benefits useful enough to have it.

I don't think that NatWest recommended the Advantage Gold account to Mrs A. This means it didn't have to check if the account was suitable for her. It did however need to give Mrs A clear information about the Advantage Gold account for her to decide if she wanted it. And that's what I have considered here.

Mrs A has said that she didn't know about the account benefits. But I think it's likely that she was told about the key benefits of the account because those would have made the account more attractive to her. Like the adjudicator, I think I think that Mrs A was attracted to some of

the benefits of the Advantage Gold account and chose it because of those benefits. In particular, I've noted her mobile phone registration but the account also came with car breakdown cover and preferential overdraft terms.

Mrs A has indicated that some of the features on the account duplicated cover she already had. But as set out above, I'm satisfied she knew enough about the benefits to know where she had duplicate cover. So it was up to her to compare and decide whether to cancel any existing cover. I should also explain that packaged bank accounts aren't usually tailored to individual customers. Just because Mrs A might not have found all the benefits useful, doesn't mean the account was mis-sold.

It's possible that NatWest didn't tell Mrs A everything it should've about the Advantage Gold account. But I haven't seen anything to make me think that Mrs A would not still have taken the account even if NatWest had told her everything.

Mrs A has said that when she left the bank she assumed that her account would be downgraded automatically. She's also said that NatWest led her to believe it would convert the account. NatWest has shown me a copy of a letter it said it would have sent to Mrs A. This makes it clear that it would begin charging her. I appreciate that Mrs A says she didn't receive this letter. But even if she didn't get this letter, I think she would've got at least some of the other letters the bank sent in relation to variation of terms and eligibility of benefits. And anyway, as set out above, I think Mrs A knew enough to know that she had the account. The monthly fees would've also started to appear on her statements. So taking everything into consideration, I would've expected her to query this with the bank. But as she didn't, I don't agree NatWest is responsible for the fees she later paid.

I want to reassure Mrs A that I have looked at all the information I have about her complaint. Having done so, I don't think NatWest mis-sold the account. So it doesn't need to compensate her.

my final decision

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs A to accept or reject my decision before 23 November 2015.

Sarita Taylor
ombudsman