

complaint

Ms D has complained that Santander UK Plc (Santander) mis-sold her a packaged bank account.

background

I attach my provisional decision of 12 January 2016, which forms part of this final decision.

In my provisional decision I set out why I didn't think Ms D's complaint should be upheld. I asked both parties to provide any further comments before I reached a final decision. Santander didn't have any further points to add, but Ms D did respond with comments for me to consider.

my findings

I have reconsidered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, my decision on Ms D's complaint remains the same. I haven't seen enough for me to say that the packaged account was mis-sold to her.

A lot of what Ms D has said in response to my provisional decision re-emphasises what she'd told me previously – so to reassure her I did take everything she'd said into consideration before reaching my conclusions. She's said again that the bank hasn't been able to provide a copy of a signed agreement to show she agreed to the upgrade. But just because Santander can't provide the signed form doesn't in itself mean that the account was mis-sold. Especially as Ms D has said that she has some memory of taking the account. Overall I don't have enough to say that the account was taken out without her consent, or without her knowing she had a choice to take it or not.

I know Ms D feels strongly about her case and that the account was mis-sold to her. I also know she was going through a really difficult time when her account was upgraded and I have given a lot of thought to what she's said about this.

But in deciding this case I've thought about whether I think it's most likely that Santander did something wrong when it sold the account and that *this* has led to her losing out. But for the reasons set out in both my provisional and final decisions I don't think I have enough to say that the account was mis-sold to her.

my final decision

So for the reasons set out in my provisional and final decisions I don't uphold Ms D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 16 March 2016.

Lauren Long
ombudsman

COPY OF PROVISIONAL DECISION

complaint

Ms D has complained that Santander UK Plc (Santander) mis-sold her a packaged bank account.

background

Ms D opened a free account with Santander in 2006. The bank has said this account was upgraded in branch to a Reward packaged bank account in July 2011. Ms D paid a monthly fee for this account which offered several benefits in return.

Santander withdrew the benefits of this account in October 2013 and from this point onwards Ms D has had a free account.

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 and I've used this approach to decide what to do about Ms D's complaint.

I know this will be disappointing for Ms D. But after considering everything that's been said and giving her complaint a lot of thought, I haven't seen enough to say that the packaged account was mis-sold to her. I hope my provisional decision makes clear why I've reached this conclusion.

The first thing I've thought about is whether Ms D was given a fair choice when her account was upgraded to the packaged account. Ms D has said that she doesn't remember signing anything or agreeing to the account. She's said that she wasn't told about a fee or that the account came with benefits, and that she only found out she'd been paying a fee very recently when looking at her statements online. But she's also said she was pushed into taking the account for the overdraft increase she needed at the time.

But if Ms D wasn't aware of the fee and that the account had benefits, I can't see why she would have felt pushed into taking an account which was seemingly the same as the account she already had.

I appreciate that some time has passed since the upgrade of the account in 2011 and so it's not surprising that Ms D doesn't remember everything in detail. She's also said she was going through a difficult time when her account was upgraded, and I was really sorry to hear about this.

But for me to uphold Ms D's complaint and ask the bank to refund her packaged account fees, I'd need to be persuaded that the bank did something wrong and didn't give her a fair choice when the upgrade took place. And on the information I have, I don't think I have enough to say that this is what most likely happened.

I can't say what led to the upgrade, and I don't want to make assumptions about what benefits Ms D may have wanted at the time. It seems the main benefits the account came with were car breakdown cover and travel insurance, and Ms D hasn't said that she *couldn't*

have used these benefits if she'd wanted to. The bank has also explained that a few months before the upgrade there was a change in the overdraft charging structure across its accounts. And that there were cheaper overdraft fees and charges for Reward account holders compared to holders of the free account Ms D had held previously.

Ms D has said that she doesn't remember being told anything about the account. But I think that if the bank was trying to sell her the account it's likely it would have outlined the main benefits it came with, as this would have made it more appealing. I accept that the ins and outs of the account might not have been explained, but I haven't seen enough to make me think that more detailed information wouldn't have then led to the upgrade.

Ms D has mentioned already having travel insurance and breakdown cover at the time. I accept this, but because I think it's likely the bank told her what benefits the packaged account came with. It would have then been for Ms D to decide what to do with her existing cover once she'd upgraded.

Ms D has also said that she was told she'd lose her overdraft if she changed her account. But she hasn't provided any specific details around when this happened and who she spoke to. So I don't have enough to say the bank did something wrong and mis-led her on this point.

I'd like to reassure Ms D that I've thought about everything she's said and provided. But from what I've seen I don't think Santander mis-sold her the account, and so I don't intend to uphold her complaint.

my provisional decision

For the reasons I've explained, I don't intend to uphold Ms D's complaint.

I'll wait a month to see if either party has anything further to add – before reaching a final decision on this complaint.

Lauren Long
ombudsman