complaint

Mr and Mrs M have complained that TSB Bank plc (TSB) mis-sold a Select packaged bank account to them. They paid a monthly fee for the account which offered several benefits.

background

Mr and Mrs M originally opened a free account with TSB in 1992. They upgraded to a fee-paying Select account in 1999. The account was downgraded to a fee free account in 2015.

One of our adjudicators has looked into Mr and Mrs M's complaint already. The adjudicator didn't think that TSB mis-sold the packaged account to them and didn't recommend that the fees should be refunded. Mr and Mrs M didn't accept this recommendation 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 Mr and Mrs M's complaint. I agree with our adjudicator that TSB didn't mis-sell the packaged account to Mr and Mrs M and doesn't owe them a refund of fees. I'd like to explain why.

Mr and Mrs M recall receiving a leaflet about the account. But they've said they wouldn't have upgraded to a fee-paying account if they'd been given a choice because of their circumstances at the time. They say they don't recall signing a form, but they thought they had to have the account to be able to keep using their debit card.

TSB can't provide a signed form from when the account was upgraded. But this is not surprising given the sale took place so many years ago. Where evidence is incomplete and events are in dispute, as they are here, I 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. And in this particular case I don't think it likely that the account was mis-sold in the way Mr and Mrs M suggest.

TSB has been able to provide a record of the customer notes it recorded at the time of the upgrade. This shows that a leaflet was sent to Mr and Mrs M. The notes also show that shortly afterwards it received a form from Mr and Mrs M agreeing to take the account. And I haven't seen enough persuasive evidence that would make me think TSB told Mr and Mrs M that their debit card was no longer available on their free account. So overall I think it's most likely that Mr and Mrs M knew they didn't have to pay for an account if they didn't want to. And I also think it's likely they chose the Select account because they thought that the combination of benefits included might prove useful to them.

Whilst TSB bought the Select account to Mr and Mrs M's attention, I haven't seen anything to suggest it provided a tailored recommendation based on their personal circumstances. So TSB didn't have to check if the account was suitable for them. It was up to Mr and Mrs M to decide whether it was right for them. But TSB did have to give clear enough information for them to be able to do this. And from what Mr and Mrs M have said about receiving a leaflet, I think it's likely that this told them about the main benefits the account included.

Mr and Mrs M say they didn't take the account for the car breakdown cover it provided as they didn't always have a car. I don't know exactly which benefit attracted Mr and Mrs M the most at the point of sale. But TSB has said that Mr and Mrs M made a claim on the car breakdown cover in 2000 and that they made several other claims over the years. So, while I accept that Mr and Mrs M might not have had a car for the whole time they held the account, given the information I do have, I think it's possible that car breakdown cover was something that they thought they might find useful. And there were other benefits which might have been attractive to them too.

Mr and Mrs M have also said they haven't claimed on the mobile phone insurance. But mobile phone insurance wasn't added to the account until some years after the upgrade. So this benefit wouldn't have been amongst Mr and Mrs M's considerations when they took the account.

I want to reassure Mr and Mrs M that I've looked at all the information they have provided about their complaint. But having done so, I don't think that TSB mis-sold the packaged account to them. So I don't think it owes them any money.

my final decision

For the reasons I've explained, I don't uphold Mr and Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs M to accept or reject my decision before 15 February 2016.

Sandra Greene
ombudsman