

## **complaint**

Mr S has complained that TSB Bank plc ("TSB") mis-sold a Silver packaged bank account to him in 2012.

## **background**

I attach my provisional decision of 17 August 2017, which forms part of this final decision. In my provisional decision I set out why I wasn't intending to uphold Mr S' complaint. I invited both parties to make any further comments before I reached a final decision. Following this, TSB provided nothing further for me to think about. But Mr S responded. In summary he's said:

- he upgraded to get a £1000 overdraft increase;
- he increased his overdraft to £1000 two months after the sale not a few months as suggested in my provisional decision;
- there should be signed documentation to show that he upgraded for mobile phone insurance if this was the case.

## **my findings**

I've reconsidered 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 help me decide Mr S' complaint.

I've given careful thought to Mr S' further points. But having done so, I regret to inform him that I've not been persuaded to alter my conclusions.

I accept that Mr S maintains he was told he had to take the Silver account to get an overdraft limit increase to £1000. I'd also point out that I said that the £1000 overdraft limit increase took place a couple of months after the upgrade not a few months after it.

Equally I accept that Mr S had overlimit fees waived when his overdraft limit was first increased to £600. But the information from the time suggests that this was done because Mr S' employer was late in paying him his salary. And not because TSB thought Mr S was experiencing financial difficulty, or because Mr S didn't receive an overdraft limit increase that had been promised to him when he upgraded to the Silver account.

I'd also add that this doesn't explain why an account Mr S was a joint party to was later upgraded to a Silver account. And taking all of this into account, I simply don't have enough to be able to safely say that Mr S upgraded to the Silver account *solely* because he was misled into thinking he had to in order to be able to have a £1000 overdraft – especially as he had this available to him when he switched back to a free account.

Mr S has disputed TSB's note from the time the account was sold. But as it's a record from the time, I see no reason why it would be inaccurate as TSB wasn't in a position to know that Mr S would go on to make a complaint a number of years later. And as I mentioned in my provisional decision the note does record a make and model of handset that Mr S went on to register for the mobile phone insurance.

In any event, I'd also point out that my decision wasn't based solely on TSB's note. I also thought that Mr S' registration of a number of handsets for the mobile phone insurance as well as the claims he made, suggested that he was interested in this cover and that he was relying on it. And I don't think that the absence of signed documentation confirming that this is the case changes this, or means that TSB made an unfair recommendation to Mr S.

I've looked at all of the further points that Mr S has made. And I've carefully thought about everything he's said and provided. But having done so, I still remain of the view that I haven't seen enough here to say that TSB mis-sold Mr S his Silver account. I appreciate that this will come as a disappointment to Mr S as he clearly feels strongly about his complaint. But I hope that he'll understand the reasons for my decision.

### **my final decision**

For the reasons set out above and in my provisional decision, I'm not upholding Mr S' complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 5 October 2017.

Jeshen Narayanan  
**ombudsman**

## **COPY OF PROVISIONAL DECISION**

### **complaint**

Mr S has complained that TSB Bank plc ("TSB") mis-sold a Silver packaged bank account to him in 2012.

### **background**

One of our adjudicators has looked into Mr S' complaint already and she thought that TSB had mis-sold the packaged account. TSB disagreed 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 provisionally 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 help me provisionally decide Mr S' complaint.

I've carefully thought about everything I've seen on this complaint. Having done so, I'm not intending to uphold Mr S' complaint. I'd like to explain the reasons for my provisional decision.

I've firstly thought about whether Mr S was given a clear choice in taking this account. At this point, it may also help for me to explain that I have to make my decision based on what I think is most likely to have happened. When the parties to a complaint disagree about what happened (such as here) and there's a lack of evidence from the time, I have to think about what I have been provided with, what I do know and the wider circumstances at the time. In other words, what I have to do, in this case, is decide what I think is likely to have happened having weighed up what both Mr S and TSB have been able to provide me with.

It looks like Mr S upgraded to the Silver account from a free one that he'd had for a couple of years. So I think that Mr S would've known that TSB did free accounts and I don't think that he needed to be offered what he already had for him to know that a free account was an option for him. Mr S says that he needed to increase his overdraft to £1000 and that he was told taking the Silver account would guarantee an overdraft increase. He says he noticed a couple of months after the sale that his overdraft limit had only been increased to £600 and when he went into branch to query this his limit was increased to £1000.

I've carefully thought about what Mr S has said. I want to start by saying that I don't know what Mr S was told when he was sold the account. But what I do know is that Mr S' overdraft limit wasn't increased at all at the time he upgraded. The overdraft limit increase to £600 took place more than a month after the sale. And having looked at the notes from the time, it looks like this request was made after Mr S exceeded his existing £500 limit because his employer hadn't paid his salary into his account as promised. The notes suggest that TSB waived an overlimit fee and increased Mr S' limit at this stage.

Mr S' account statements also reflect that his overdraft limit was increased to £600 a month after the sale. I accept that Mr S did go on to successfully increase his overdraft limit to £1000 a couple of months later. But I don't think that this necessarily means that Mr S was told taking the account would guarantee an overdraft limit increase. I say this because the notes from the time of sale suggest he wanted the account as it has previously been recommended to him. And the notes also suggest Mr S wanted mobile phone insurance – it lists a make and model of handset that Mr S went on to register for cover, which supports the accuracy of the notes.

I'm also mindful that Mr S managed to keep his overdraft after he switched to a free account in 2014. His statements don't reflect him having repaid his overdraft at the time he downgraded either. And it

looks like he took out the Silver package – through an online upgrade – on a separate joint account he held with another party, after he switched this account to a free one. In these circumstances, I don't think that Mr S' actions and the available evidence support Mr S' version of events.

So overall and having thought about everything, I think it's most likely that Mr S chose to upgrade to the Silver account after having been given a clear choice. And I think it's most likely he chose to take the account out as he was interested in the benefits it included.

TSB has said the Silver account was recommended to Mr S. So in practice this means it had to make a fair recommendation, by taking adequate steps to ensure the Silver account was a reasonable fit for Mr S' circumstances. And having thought about what I've been told were Mr S' circumstances at the time and his actions since he was sold the account, it looks to me the account chosen was a reasonable match for Mr S when the benefits he is likely to have wanted are taken into account.

When Mr S upgraded to the Silver account it included benefits such as mobile phone insurance. As previously explained, the notes suggest that the account was recommended to Mr S for mobile phone insurance. Mr S registered a number of handsets for the cover and also made a number of successful claims. So I think it's fair to say that he was relying on this cover and found having it useful.

I accept that the Silver account also included other benefits and that Mr S might not necessarily have wanted each and every one of them. But the benefits on packaged accounts aren't tailored to individuals and it's rare for an accountholder to find each and every benefit on a given package useful. I'd also point out that the Silver account was the cheapest way for Mr S to have mobile phone insurance with TSB. So overall I think that TSB's recommendation of the Silver account wasn't unfair.

Mr S may now, with the benefit of hindsight, think that he shouldn't have upgraded. And given what he might've read or heard about packaged accounts, I can understand why this might now lead him to believe his account might have been mis-sold too. But I think it's likely that Mr S chose to upgrade after having been provided with what, on the face of things, appears to be a fair recommendation. And while he may now believe that the account hasn't proved value for money, I don't think that this means it was mis-sold.

I'm open to the possibility that the salesperson didn't tell Mr S absolutely everything he needed to know about each and every one of the benefits on the account. But as I haven't seen anything in his circumstances to suggest that he would've been significantly affected by any of the main limitations and exclusions on the insurance, I'm not persuaded being told everything about the insurance would've stopped Mr S taking the account in the first place.

I want to reassure Mr S that I've looked at all the information provided about his complaint so far. And I've thought about everything he's said. But having done so, I, at the moment, don't think TSB mis-sold the Silver account to him. So I'm not intending to uphold the complaint.

### **my provisional decision**

For the reasons I've explained, I'm not intending to uphold Mr S' complaint.

If TSB or Mr S have anything further to add before I issue my final decision, they should ensure anything they send reaches me by 31 August 2017.

Jeshen Narayanan  
**ombudsman**