

## **complaint**

Mr H complains about the information given to him by TSB Bank plc when they sold him a packaged bank account in 2007.

## **background**

There was a monthly fee for the packaged account and it came with a range of benefits, which at the time included home emergency cover.

Mr H has said that he agreed the account but is unhappy with the information he got about the home emergency cover. He says he wasn't told the home emergency cover would provide protection for his boiler; as a result he ended up paying unnecessarily for separate insurance with another provider to protect his boiler.

Our adjudicator recommended we uphold Mr H's complaint and suggested that TSB refund Mr H the money he paid for the separate insurance. TSB disagree with this opinion, so the complaint has been passed to me.

## **my findings**

I've considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I've decided to uphold Mr H's complaint.

TSB say that their system notes and a document about the sale indicate that Mr H upgraded to the packaged account for the home emergency cover. But neither the notes nor the document (which is unsigned and dated 2014) show how much information Mr H got about the benefits of the cover or the account. I can also see from Mr H's bank statements that he continued to pay for cover that protected his boiler for a number of years after he upgraded - this suggests that he didn't know, as he has said, that the home emergency cover included protection for his boiler.

I've considered whether Mr H was aware of the benefits of the home emergency cover and simply forgot to cancel the separate cover he already had. But Mr H's account history suggests that he was keen to use all the benefits the packaged account came with and actively took steps to do so. For example TSB have told us that he registered multiple phones under the mobile phone insurance. He registered his bank cards, passport and driving licence under the card protection and registered for ID awareness. It seems unlikely based on this activity that he would have forgotten to cancel his separate boiler cover if he had known about the protection under the packaged account. I've also thought about whether Mr H kept his separate cover because it was more comprehensive than the protection offered under the home emergency cover. It's possible, but I think it's unlikely this is what happened bearing in mind what Mr H has told us about his desire to keep costs down.

Based on the information available I don't think TSB gave Mr H enough information to enable him to fully understand what the packaged account offered (which they had a responsibility to provide). Had Mr H been given enough information, I think he would still have upgraded as he seems to have found a number of the benefits useful. But I don't think

he would have paid separately for insurance to cover his boiler.

**what TSB should do to put things right**

TSB should put Mr H back in the position he would have been in if nothing had gone wrong. To do this they should refund him the money he paid for the separate boiler cover during the period he had the packaged bank account. The amounts were for £14.99 and were debited from his account on a monthly basis. I have only been provided with Mr H's bank statements for the period between 2007 and 2011 but I understand that Mr H continued to pay separately for boiler cover for longer than this and until around 2013.

**my final decision**

I uphold Mr H's complaint about TSB Bank plc and require TSB Bank plc to pay him compensation as outlined.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H to accept or reject my decision before 30 July 2015.

Tope Adeyemi  
**ombudsman**