

complaint

Miss P has complained that The Royal Bank of Scotland Plc ("RBS") mis-sold her a packaged bank account, which provided a range of benefits in return for a monthly fee.

Miss P says she only agreed to open a basic fee-free account and has since discovered that she has a packaged bank account that she didn't agree to.

background

Miss P opened a basic current account with RBS in September 2011. RBS says the account was then upgraded to a fee paying Select Silver account in August 2012. But Miss P says she doesn't remember agreeing to upgrade her account to a Select Silver account and says it was mis-sold.

RBS didn't uphold the complaint, so Miss P brought her complaint to our service.

One of our adjudicators assessed the complaint and didn't think RBS had mis-sold the Select Silver account. Miss P didn't agree 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've explained how we handle complaints about packaged bank accounts on our website. I've used this approach to help decide what to do about Miss P's complaint.

Having done so, I don't think the Select Silver account was mis-sold to Miss P. I'll explain why.

I've started by thinking whether Miss P was given a fair choice to decide if she wanted to upgrade her account to the Select Silver account.

RBS says that Miss P's account was upgraded over the telephone, around a year after the basic current account was opened. Miss P said she doesn't remember agreeing to upgrade to the Select Silver account. But, in her response to the adjudicator's assessment, says she does remember discussing changing her account so she could get a chip and pin debit card - but doesn't recall the monthly charge or the benefits for the Select Silver being mentioned.

Based on Miss P's recollections, they do suggest Miss P remembers discussing changing her account. RBS says she already had a Visa debit card (with chip and pin) before she upgraded her account to the Select Silver account. And this appears to be supported by the point of sale transactions on Miss P's bank statements. So I think it's most likely that the call Miss P has referred to was to discuss a Select Silver account. And given Miss P already had a chip and pin debit card, I think it's unlikely that RBS misled Miss P into thinking she had to have the Select Silver account.

RBS says Miss P registered for online membership a few days after her account had been upgraded. It says this required active registration (in other words Miss P was not automatically enrolled onto it). It has also provided screenshots to support this. I understand that registration for online membership would've given Miss P information about the account benefits and how to use them. Because of this, I think Miss P was aware her account had been changed and that she was aware it came with additional benefits.

RBS says that it didn't provide Miss P with any advice when she upgraded the account. And Miss P doesn't remember receiving advice about the account either. So I think RBS didn't advise Miss P to take the account out. This means it didn't have to check if the Select Silver account was right for her. But it was still required to give Miss P enough information about the account so that she could understand what it was she was agreeing to.

Due to the lack of information available from when the account was upgraded, I can't be sure that Miss P was given all of the necessary information about the packaged account.

RBS says that information about the account and its features, including the cost, would've been discussed during the upgrade call. I don't think Miss P can really remember what exactly was discussed during the upgrade call, particularly as her recollections about changing her debit card do not match what happened in August 2012. So on balance, I think it's more likely than not that at the very least the cost of the account and the account features were discussed with Miss P when she upgraded her account. After all, RBS was trying to persuade Miss P to take the account and the best way of doing this would've been by telling her what she'd get.

Miss P says she had an iPhone, so could've found the mobile phone insurance provided with the account to be useful. I can't be sure if Miss P was informed of the need to register her mobile phone, but I can't see that she has lost out as a result of not registering her handset for the insurance.

Miss P didn't go on to actively use the benefits of the Select Silver account – for example she never needed to make a claim on the mobile phone insurance. So I can understand why Miss P, with the benefit of hindsight, may feel taking the account wasn't worth it. But just because Miss P didn't end up using the benefits doesn't necessarily mean that RBS was wrong to have sold it to her. Miss P had a protection need for some of the benefits and could've used them in the event she needed to make a claim.

Overall, I think Miss P was aware of the additional account benefits, particularly as she registered for membership online. And I think it's likely that the cost was mentioned during the sales call and Miss P was willing to agree to it with that information. So even if Miss P had been given better information about the Select Silver account, I don't think it would've put her off from taking it out.

I don't think Miss P has lost out from anything RBS may've done wrong. So, I'm not upholding her complaint.

my final decision

For the reasons I've explained, I don't uphold Miss P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 18 October 2017.

Thomas White
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