

## **complaint**

Mrs P complains she has been mis-sold a packaged bank account by Alliance & Leicester, now Santander UK Plc. She is being represented in her complaint by a claims management company. Mrs P complains that:

- She wasn't made aware the account was optional.
- She wasn't told of the costs or given a clear explanation of the benefits.
- A number of benefits were duplicated including home insurance, breakdown cover, travel insurance and home emergency cover.
- She didn't need mobile phone cover as she didn't have a mobile phone.
- She has been charged interest and fees for using her overdraft despite the account offering this interest free.
- She was led to believe her chances of securing future finance would increase with having a packaged bank account.

## **background**

I issued my provisional decision on 29 September 2015 explaining why I wasn't minded to uphold Mrs P's complaint. Both the business and Mrs P's representative have told us they received my provisional decision. But neither of them has provided any further evidence or arguments for me to consider.

## **my findings**

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

As I haven't had any further evidence or arguments to consider since issuing my provisional decision I see no reason to alter my provisional conclusions.

## **my final decision**

For the reasons given here and in my provisional decision, I have decided not to uphold Mrs P's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 4 December 2015.

Claire Hopkins  
**ombudsman**

## Copy of provisional decision

### **complaint**

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### **background**

Our adjudicator upheld the complaint. Mrs P had a pre-existing medical condition when the account was sold, and he didn't think Mrs P would have gone ahead with the account if information about not being covered under the travel insurance had been made clearer.

Santander asked for the matter to be referred to an ombudsman. It said Mrs P signed a checklist which said she might not be covered for existing medical conditions. And when she contacted the travel insurer in 2012 she said she didn't have any existing conditions.

### **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. I have also taken into account the law, any relevant regulatory rules and good industry practice. We have set out our general approach to complaints about the sale of packaged bank accounts on our website and I have taken this into account in deciding Mrs P's complaint.

Mrs P has made a number of complaint points that aren't relevant to the account complained about. For instance, the premier 50 account, which is the account she was upgraded to, didn't provide mobile phone cover, home insurance, home emergency cover or breakdown cover. Mrs P also told us in the package bank account questionnaire she completed that she never travelled. But her account statements show she did, and I can see from the bank's records that she contacted the travel insurer in 2012 about her cover.

So it doesn't appear to me that Mrs P's recollections of what happened are entirely accurate, which is understandable given the passage of time. But this is something that I will need to take into account when considering this complaint.

Mrs P said the account was strongly recommended to her and that it was sold over the counter in branch. Santander says there isn't any evidence it advised Mrs P and says it would only have provided information. In my experience, it's not often a bank advises customers on the accounts they can take out. It's more usual for information to be given and for the customer to decide for themselves whether or not to go ahead. Although I have considered what Mrs P has told us, I think it more likely the premier 50 account was offered to Mrs P as an option rather than her being advised to take it out.

As I have found that Mrs P wasn't advised to take out the account, there was no requirement for the suitability of the account to be checked. That was something Mrs P needed to do for herself. But the bank was required to ensure clear and fair information was given so that Mrs P could do that.

It's not clear what information Mrs P was given when she applied for the account. And it's not clear if she was sent a welcome pack setting out the terms and conditions, as the bank no longer has those records. But it has been able to provide a copy of the application form that Mrs P completed for the premier 50 account.

The application form asked if she had any other accounts with Alliance & Leicester, including amongst others, the basic bank account. So I'm satisfied she knew she didn't have to take out the premier 50 account and other accounts were available.

Accompanying the application was a checklist. This checklist provided the main features of the covers that came with the account. Under the travel and health insurance it explained that cover may not, or is not, provided for pre-existing medical conditions respectively. Although this was page 5 of the application, Mrs P was required to sign this separately, in addition to signing the application itself. So I think she was given clear information so that could she make an informed decision about the account in light of her existing condition. The checklist also set out the monthly cost of the account, so I'm satisfied she knew that too.

I've seen nothing in the rest of Mrs P circumstances that would lead me to conclude she wouldn't have proceeded with the account had better information been provided.

Finally, Mrs P has complained that she was led to believe her chances of securing future finance would be better with the account, and that she has been charged overdraft interest when it was supposed to be interest free.

I have seen nothing to support Mrs P complaint point about future financing. And the overdraft was only interest free for the first 12 months of the account. I have looked at Mrs P's statements for the first 12 months and I cannot see that she was charged overdraft interest during that time. So I don't uphold these parts of Mrs P's complaint either.

Having considered Mrs P complaint carefully, I'm not currently minded to uphold it.

#### **my provisional decision**

For the reasons given above, I'm not currently minded to uphold Mrs P's complaint.

Claire Hopkins  
**ombudsman**