

complaint

Miss B has complained that Clydesdale Bank Plc ("Clydesdale") mis-sold her a packaged bank account. She has brought her complaint to us through a claims management company ("CMC").

background

Clydesdale has told us Miss B upgraded from a fee-free account to a Signature packaged account in 2011. The account offered a number of benefits for a monthly fee. The CMC has raised a number of issues. But it seems to me that Miss B's main complaint is that she felt pressured into taking the account and that she didn't need the insurance cover that came with it.

The account came with the benefit of Identity Protection Alert. The CMC says Miss B accepts she knew she had a choice about changing her account. But that the way Clydesdale sold it to her amounted to pressure, because she was led to believe that her account could be at risk if she didn't take the Signature account.

The adjudicator didn't uphold the complaint. The CMC disagreed with the adjudicator's 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 think the relevant issues to take into account are the same as those set out on our website about our approach to complaints about packaged bank accounts.

I've decided not to uphold Miss B's complaint and I'll explain why.

There is very little information about what happened at the time of sale. But I've looked carefully at everything I have about this matter, including what the CMC has told us after the adjudicator's view. I've particularly thought about whether it's likely Miss B was misled into thinking she had to take the Signature account.

I can see that when the CMC initially complained to Clydesdale it said that Miss B was told she'd get 'extra protection' and that if there was unusual activity on her account then the bank would be notified right away. The CMC says that Miss B was misled because, despite what it says she was told by Clydesdale, her account would still be safe, even if she didn't switch to the Signature account. I've looked at the policy details for the Identity Protection Alert. I can see that it offered identity theft expenses insurance of up to £60,000, passport and driving licence cover, credit report monitoring and a number of other benefits including valuable document registration, and access to an internet feature to help the policy holder monitor their personal information online. It seems to me that this policy offered a number of features which wouldn't ordinarily be available with her bank account. And I don't think Clydesdale did anything wrong in telling Miss B about the 'extra protection' of the Identity Protection Alert.

Overall, I think it's likely that Clydesdale told Miss B about the Signature account, including the benefits of the Identity Protection Alert, as it was entitled to do. I haven't seen anything to suggest Clydesdale told Miss B she *had* to change her account. I think it's likely that Miss B

agreed to the change because, at the time, the Signature account had something she felt she wanted. I've thought very carefully about everything I've seen. But I can't safely say that Clydesdale did pressure Miss B or misled her about her account. And from what I've seen, I think it's likely Clydesdale did give Miss B a fair choice about taking the Signature account.

It's difficult to know exactly what information Miss B was given when she took the Signature account. It seems she was given *some* information about the account, including the Identity Protection Alert. But I accept it's possible that Clydesdale might not have given her clear enough information about all the features of the account at the time. So I've thought about whether this would have made a difference to Miss B's decision.

The CMC has told us Miss B didn't need the benefits of the account and that some of the insurance policies duplicated her existing cover. But packaged accounts are rarely tailored to the individual so I wouldn't have expected Miss B to need all the benefits of the account. I accept the travel insurance and some other benefits might not have interested her when she took the account. From what I've seen, I think it's likely that Clydesdale told her about the account and the Identity Protection Alert. It may not have given her as much detail about the other benefits, but these don't seem to have been as important to her at the time. So I don't think further information about these other benefits would've made a difference to her decision about the account. The CMC has suggested Miss B wasn't given clear enough information about the limitations and exclusions of the insurance policies. But it hasn't said why these might have affected Miss B or why she might not have been able to generally take advantage of the account and its benefits.

The CMC says Miss B didn't know she was paying for a number of benefits and that she thought she was paying to protect her account. From the evidence I've seen, I think it's likely Clydesdale made her aware she would be paying a fee if she switched to the Signature account. And it seems likely that Clydesdale sent Miss B further information about her account, including an eligibility statement in 2013. I think this would have reminded her there were various benefits that came with the account. Overall, I think it's likely Clydesdale gave Miss B enough information about the fees and the benefits of the account for her to be able to use it as she wished.

With hindsight, Miss B might feel she hasn't had value for money from her packaged account. But taking the evidence as a whole, I think it's more likely than not that she agreed to switch to the Signature account, knowing she had a choice and that the account came with benefits. I know my decision will disappoint Miss B. I'd like to reassure her I've thought very carefully about everything I've seen. But for the reasons I've explained, I don't uphold her complaint.

my final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss B to accept or reject my decision before 14 January 2016.

Sharon Parr
ombudsman