

## **complaint**

Miss W has complained that Lloyds Bank PLC mis-sold a Silver packaged bank account to her in 2008. She pays a monthly fee for the account, which offers a number of benefits in return.

Miss W has used a claims management company (CMC) to bring her complaint to us.

## **background**

One of our adjudicators has looked into Miss W's complaint already. The adjudicator didn't think that Lloyds mis-sold the packaged account to Miss W. The CMC didn't accept this assessment 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 is 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 me decide what to do about Miss W's complaint. I agree with our adjudicator that Lloyds did not mis-sell the packaged account to Miss W.

When the CMC disagreed with our adjudicator and asked for an ombudsman to look into the complaint, it said that Miss W spoke very poor English at the time – and whenever Lloyds or other companies tried to speak to her over the phone, she would say she didn't understand. The CMC has told us that Miss W didn't know what she was taking or what the benefits were – had she known, she would have used them by (for example) claiming when her mobile phone was damaged. The CMC has also said that Miss W didn't use her overdraft and thought the charges were compulsory.

I've thought about these points carefully but I still don't think that Miss W's complaint should be upheld.

Miss W took the packaged bank account by switching from a free account. So I think she knew she didn't have to pay to have a bank account. I've thought carefully about what Miss W's said about her level of English at the time. I appreciate she'd previously taken a friend with her to the branch to help resolve problems she was having with her fee free account. But the upgrade to the packaged account happened some time later. And there's nothing to suggest that Miss W felt the need to take a friend along at that time.

Lloyds has provided a copy of the terms and conditions that Miss W signed at the time, as well as a copy of the recommendation that she also signed. I wouldn't have expected Miss W to sign these forms if she hadn't understood anything about the account she was upgrading to. And although she's said she thought she had to upgrade to stay with the bank, I haven't seen enough to make me think that Lloyds deliberately gave her that impression. So overall, I think it's most likely that Lloyds gave Miss W a fair choice to take the packaged account or keep her free one.

It seems that Lloyds recommended the packaged account to Miss W. So it had to make sure the account was suitable for her. The recommendation that Miss W signed suggests she had a need for mobile phone insurance – and I can see that Miss W did register a mobile with the insurer a month later. She's told us that she didn't register this phone and that it may have been done when the Lloyds advisor took her phone details. But given the time between the upgrade and phone registration, I think it's more likely that Miss W did register the phone separately, either by calling the insurer or going into branch – though I appreciate she may not now remember this.

So I think mobile phone insurance could have been useful to Miss W. She's also told us that she travelled, so the travel insurance may also have been of interest to her. Although she may not have needed all of the benefits, Lloyds sold the Silver account as a package for a set price and I think that overall it was a suitable recommendation.

Lloyds had to give Miss W enough clear information about the packaged account for her to decide if she wanted it. As I've explained, I think that Miss W was mainly interested in the mobile phone insurance and chose the account because of this benefit. I've thought about what she's said about not claiming when her phone was damaged. I don't know exactly when this happened, or what damage was done. But I think Lloyds did make her aware at the time of sale that mobile phone insurance was a benefit. And it seems she knew enough to be able to register her phone at that point. She may not have thought about the cover when she upgraded her phone, or when it was broken, but I can't say this was due to any failing by Lloyds. And while Miss W may not have used all the benefits offered by the Silver account, this doesn't mean Lloyds mis-sold it to her.

It's possible that Lloyds didn't tell Miss W everything it should have about the packaged account. But I haven't seen anything to make me think that Miss W wouldn't still have taken the account even if Lloyds had told her everything.

I want to reassure Miss W that I have looked at all the information I have about her complaint. Having done so I don't think Lloyds mis-sold the packaged account to her.

### **my final decision**

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

Under the rules of the Financial Ombudsman Service, I am required to ask Miss W to accept or reject my decision before 18 April 2016.

Cara Goodbody  
**ombudsman**