

## **complaint**

Mrs M has complained that National Westminster Bank Plc (NatWest) mis-sold a packaged bank account to her. She upgraded her fee free account to an Advantage Gold account in 2001 and then downgraded to a fee free account in 2003. She upgraded again to an Advantage Gold account in 2004 and downgraded again in 2007. The account has since been closed. She paid a monthly fee for the Advantage Gold account which offered several benefits in return.

Mrs M has said that the account contained card protection cover and this duplicated what the bank was already obliged to offer. She has asked that a portion of the monthly fee she has paid be refunded to her because she didn't need this cover.

## **background**

One of our adjudicators has looked into Mrs M's complaint already. The adjudicator didn't think that NatWest mis-sold the packaged accounts and didn't recommend it pay any compensation.

Mrs M didn't accept this recommendation 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. Where there is doubt about what happened, as is the case here in part due to the time that has passed, I have to make my decision based on what I think is most likely to have happened given the evidence I do have. I have considered both upgrades when coming to my decision.

We've explained how we handle complaints about packaged bank accounts on our website. I've used this approach to decide what to do about Mrs M's complaint. I agree with our adjudicator that NatWest didn't mis-sell the packaged accounts to Mrs M and doesn't owe her any compensation. I say this because:

- Mrs M originally took the Advantage Gold account by switching from a free account which she had held for a number of years. She has since downgraded to a fee free account, upgraded to a packaged bank account and finally downgraded to a fee free account before closing her account. This suggests to me that she knew she could have a fee free account if she wanted to. So I think that NatWest gave Mrs M a fair choice to take the packaged accounts or keep the free one and she chose to upgrade each time.
- I don't think that NatWest gave Mrs M a personalised recommendation to take either of the packaged account upgrades. So it didn't have to check if either account was suitable for her. It did need to give her enough information so she could decide if she wanted to take the account.

- The Advantage Gold account offered a number of benefits. The notes that NatWest has supplied from the time that Mrs M first took the account, suggest that a conversation took place between Mrs M and NatWest's representative. So I think it's likely that Mrs M would've been made aware of the key benefits of the accounts at this time, as it's these benefits that make the account more attractive. At that time the notes show that Mrs M was withdrawing foreign currency. By opening the account, the commission for the foreign currency was refunded so I think this, plus the travel insurance the account offered were likely the reasons she was attracted to the account and chose it for these reasons.
- I can see that Mrs M downgraded to a fee free account but chose to upgrade again to the Advantage Gold account. At this time, it's unclear why she did this. But as I'm satisfied she had the choice, I think there were at least some benefits she was attracted to which made her want to upgrade her account again.
- I've thought about what Mrs M has said about the account duplicating cover that the business was obliged to offer her. But the card protection cover that came with the Advantage Gold account seems to have offered more than the protection that NatWest has to offer under its regulatory obligations. So I think it could've been a benefit to Mrs M had she needed to claim on it.
- It's possible that NatWest didn't tell Mrs M everything it should have about the Advantage Gold account. But I haven't seen anything to make me think that she wouldn't still have taken the account even if NatWest had told her everything.

I want to reassure Mrs M that I have looked at all the information I have about her complaint. Having done so I don't think NatWest mis-sold the account to her and I don't think it owes her any money.

### **my final decision**

For the reasons I've explained, I don't uphold Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs M to accept or reject my decision before 5 November 2015.

Rob Deadman  
**ombudsman**