

## **complaint**

Miss O has complained that she was mis-sold packaged bank accounts by TSB Bank plc ("TSB").

## **background**

Miss O upgraded her free account with TSB to the Silver account in September 2012. She upgraded again to the Gold account in November 2012.

TSB refunded the difference Miss O paid in fees between the Gold account and the Silver account, so this service has only looked at her complaint in relation to the upgrade to the Silver account.

Miss O complains that she was told the account would be beneficial for her and that she would get services she needed. She says that she felt under duress to take the account. Miss O says that she wanted a free overdraft but was not eligible for a student account and was told the Silver account would be better as it meant she wouldn't have to pay a fee for her overdraft and it included other benefits. Miss O also says she didn't need the other benefits of the account.

Our adjudicator did not uphold this complaint. Miss O disagrees with this so the case has come to me to 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. Where there is limited evidence from the time of sale I need to decide what I think is most likely to have happened.

I've decided not to uphold Miss O's complaint for the reasons set out below.

Miss O says that she went into her branch to ask for a student account as she wanted a free overdraft. However, she wasn't eligible for a student account as she was a part-time student. The Silver account was £9.95 a month at the time Miss O upgraded. It offered an interest and fee-free overdraft of £50 alongside other benefits. If Miss O had stayed with her free account she would have had to pay £6 a month for using an agreed overdraft.

Miss O upgraded from a free account to the Silver account so I think she was aware that free accounts were available. I haven't seen enough evidence to understand why she thought she couldn't continue with a free account. Miss O says that she was told about the overdraft usage fee and that it would work out better to have the Silver account because of the overdraft and other benefits. So having carefully considered the evidence available I think it's most likely that Miss O was given a fair choice about whether to upgrade her account and chose to do so because she was attracted to some of the benefits. There isn't enough evidence for me to conclude that Miss O was pressured into taking the account.

Having considered the evidence, I don't think TSB assessed Miss O's circumstances in any detail or gave her a personalised recommendation to take the Silver account. So it seems to me that the sale was conducted on a non-advised basis. This means TSB didn't have to assess the suitability of the account for Miss O. But it still had to provide clear enough information about the account so that Miss O could decide for herself whether she wanted it.

Packaged bank accounts are rarely tailored to the individual so it's unlikely that every customer will find every benefit useful. It was for Miss O to decide whether the benefits, as a package, were attractive to her for the cost. I think it is likely that Miss O was made aware of the main benefits of the account when she took it out and that some of them were of interest to her at the time – particularly the overdraft benefits. I can also see that Miss O went on to register a mobile phone for the phone insurance and made a successful claim on this. So I think this benefit may also have been attractive to her. The fact that Miss O didn't use all of the benefits doesn't mean the account was mis-sold. And I've seen nothing to suggest she couldn't potentially have benefited from the account as a whole.

Miss O has said she already had breakdown cover and mobile phone cover. But I think she is likely to have known that when she upgraded the account and chose to do so anyway. And it was for her to decide whether to cancel any existing cover – not TSB. Given that she made a claim on the mobile phone cover included with the Silver account it seems that she later considered this to be a useful benefit.

I accept it's possible that TSB didn't give Miss O all of the information about the account that it should have. But I don't think there is anything about the account which she wasn't told which would have put her off taking it if she'd known about it. And I don't think Miss O has lost out because of anything TSB might have done wrong.

### **my final decision**

For the reasons given above, I do not uphold the complaint or make any award against TSB Bank plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss O to accept or reject my decision before 2 November 2015.

Rachel Ellis  
**ombudsman**