

complaint

Mr H has complained that Santander UK Plc mis-sold a packaged bank account to him in 2011. He says that the account was upgraded without his knowledge or consent. Mr H paid a monthly fee for the account which offered several benefits in return.

Mr H has used a claims management company (CMC) to bring his complaint to us.

background

One of our adjudicators has looked into Mr H's complaint already. The adjudicator didn't think that Santander mis-sold the packaged account and didn't recommend it pay any compensation.

The CMC didn't accept this recommendation and asked for an ombudsman to look at the complaint and make a final decision. It said that if Mr H had consented to the upgrade, then Santander should be able to provide a signed document to evidence this. If it couldn't provide this, then we should assume that he did not consent to the upgrade.

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 have explained how we handle complaints about packaged bank accounts on our website. I have used this approach to decide what to do about Mr H's complaint. I agree with our adjudicator that Santander did not mis-sell the packaged account to Mr H and does not owe him any compensation. I say this because:

- Mr H took the packaged bank account by switching from a free account which he had held for a number of years so I think he knew he could have a free account if he wanted one. I've thought about the argument the CMC has made about Santander not being able to provide a signed agreement for the upgrade. It is unfortunate that Santander is not able to provide this. However, when there is a lack of evidence, I have to make my decision based on what I think is most likely. I can see that Mr H has benefitted from preferential overdraft terms – both arranged and unarranged – as well as lower charges for unpaid items. And from the way in which Mr H operated his account and overdraft, I think this would've attracted Mr H to the account. The charges for the packaged bank account would've appeared on his statement for a number of years. Had he not agreed to the upgrade, I would've expected Mr H to have questioned the fees sooner. Santander has told us it sent a welcome pack and a number of reminders about the benefits of the account. So I think he would likely have known he had the packaged account and was paying for it. Taking all of this into consideration, I think it's more likely Mr H did agree to the upgrade because he was attracted to some of the benefits.
- I don't think that Santander recommended the packaged account to Mr H so it didn't have to check if the account was suitable for him.

- The packaged account came with a number of benefits. As I have explained above, I think it's likely that Santander made Mr H aware of the key benefits of the accounts. And he was attracted to some of them and chose it because of these benefits. He may not have used all the benefits but this doesn't mean Santander mis-sold the account.
- It's possible that Santander didn't tell Mr H everything it should have about the packaged account. But I haven't seen anything to make me think that Mr H would not still have taken the account even if Santander had told him everything.

I want to reassure Mr H that I have looked at all the information I have about his complaint. Having done so I don't think Santander mis-sold the account to him and I don't think it owes him any money.

my final decision

For the reasons I've explained, I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H to accept or reject my decision before 5 October 2015.

Rob Deadman
ombudsman