

## **complaint**

Miss A and Mr A have complained that TSB Bank plc ("TSB") mis-sold a Gold packaged bank account to them in 2004.

## **background**

One of our adjudicators has looked at the complaint already. They didn't think TSB had mis-sold the Gold account. Miss A and Mr A disagreed and asked for an ombudsman's review.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. We've explained how we handle complaints about packaged bank accounts on our website. And I've used this approach to decide what to do about Miss A and Mr A's complaint. Having carefully thought about everything provided, I don't think that TSB mis-sold the Gold account to Miss A and Mr A. I'd like to explain the reasons for my decision.

I've started by thinking about whether Miss A and Mr A were given a clear choice in taking the Gold account. At this point, it may help for me to explain that I have to make my decision based on what I think is most likely to have happened. And in working out what I think is most likely to have happened, I have to think about everything I've been told together with everything else I've been provided with and see how this fits with what I do know. In other words, what I have to do, in this case, is decide what I think is most likely to have happened having weighed up what Miss A and Mr A and TSB have been able to provide me with.

From what I've seen Miss A and Mr A's account was upgraded to a fee paying Gold one from a free one they'd had for a number of years. So I think that Miss A and Mr A would've known TSB did fee free accounts and they didn't need to be offered one again to know they could've had one of those. Miss A and Mr A say they were told taking the Gold account was the only way they could have a free overdraft for £100.

I don't know what Miss A and Mr A were told at the time. But what I do know is that the Gold account did include an interest and fee free overdraft of £100. I'm not aware of Miss A and Mr A being able to have an interest and fee free overdraft of £100 on a free account either. So if Miss A and Mr A were told upgrading would give them an overdraft of this type they wouldn't have been misled as this was a benefit of the account.

Overall and having thought about everything, including what Miss A and Mr A have said, I don't think they were misled into taking the account. Instead I think it's more likely that Miss A and Mr A were given a clear choice on taking the Gold account. And that they chose to take it because he was interested in at least some of the benefits it included.

TSB says the Gold account was recommended to Miss A and Mr A. So this means it had to make a fair recommendation, by taking adequate steps to ensure the Gold account was a reasonable fit for Miss A and Mr A's circumstances. Having thought about what I've been told are Miss A and Mr A's circumstances and their actions since they were sold the account, I think the Gold account was a reasonable match when the benefits Miss A and Mr A are likely to have wanted and had a need for are taken into account.

When Miss A and Mr A upgraded, the Gold account included benefits such as mobile phone insurance, travel insurance and breakdown cover as well as the preferential overdraft terms Miss A and Mr A have already confirmed they wanted. What Miss A and Mr A have told me about wanting an overdraft means that I think that this was a benefit they were interested in. Miss A and Mr A also registered a number of handsets on the mobile phone insurance which suggests that they were relying on this cover. Miss A and Mr A's contact with the travel insurance provider suggests that they were also relying on the travel insurance too.

I accept that Miss A and Mr A might not have wanted the breakdown cover. Although their registration of a driving licence with the card protection provider does suggest they could've found this cover useful. In any event, when the Gold account was sold it was the cheapest in TSB's range that included the travel insurance, mobile phone insurance and preferential overdraft terms that I think Miss A and Mr A wanted and needed. So having carefully thought about Miss A and Mr A's circumstances, I think that the Gold account was a reasonable fit for their needs. And I don't think that TSB's recommendation was unfair or inappropriate.

I'm open to the possibility Miss A and Mr A may not have been told about all the significant features and exclusions on all of the insurance benefits. But I haven't seen anything in their circumstances to say that they would've been significantly affected by any of them – for example it looks like the medical conditions they say they had when the account was sold look to have been included on a no-screen list and this meant they were covered. So I don't think that clearer information would've stopped them taking the account in the first place.

Miss A and Mr A may now, with the benefit of hindsight, think that they shouldn't have taken the Gold account. And given what they might've read or heard about packaged accounts in general, I can understand why this might now lead them to believe their account was also mis-sold. But I think it's likely that Miss A and Mr A chose to upgrade after having been provided with what, on the face of things, appears to be a reasonable recommendation. And although Miss A and Mr A may now think the Gold account hasn't proved to be value for money, I want to reassure them that having looked at all the information I've been provided with and thought about everything they've said, I don't think that TSB mis-sold it to them.

### **my final decision**

For the reasons I've explained, I'm not upholding Miss A and Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A and Mr A to accept or reject my decision before 5 October 2017.

Jeshen Narayanan  
**ombudsman**