

## **complaint**

Mr and Mrs S have complained that National Westminster Bank Plc (NatWest) mis-sold a packaged bank account to them in 2000. They pay a monthly fee for the account which offers several benefits in return.

## **background**

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

Mr and Mrs S didn't accept this recommendation and asked for an ombudsman to look at the complaint and make a final decision. They said, in summary, that:

- They were told they had to have the account as they were increasing their overdraft
- They have only recently found out that they can have their level of overdraft with a free account
- They have not benefitted from having the account
- They do not know what the account covers

## **my findings**

I've considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

When there is a lack of evidence and what has happened is in dispute, as is the case here, I have to make my decision based on what I think is most likely to have happened given the evidence I do have and the wider circumstances at the time.

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 Mr and Mrs S's complaint. I agree with our adjudicator that NatWest didn't mis-sell the packaged account to Mr and Mrs S and doesn't owe them any compensation. I say this because:

- Mr and Mrs S took the packaged bank account by switching from a free account. They have said that they were told that they had to have a packaged account to have the level of overdraft that they wanted. However, their overdraft level remained at the same as it had been for a number of months. They didn't actually increase their overdraft for another three years after taking the packaged account. It's possible that Mr and Mrs S's recollections have faded given the amount of time that has passed. So considering all of this, I don't think it's likely they were told that they had to have the packaged account to have their level of overdraft. Overall, I think it's likely that they were given a fair choice and chose to take the packaged account.
- I don't think that NatWest recommended the packaged account to Mr and Mrs S so it didn't have to check if the account was suitable for them.

- The packaged account came with a number of benefits. Mr and Mrs S have been inconsistent in their testimony to us saying that they were aware of the benefits and also that they do not know what the account covers. I think it's likely that NatWest would've made Mr and Mrs S aware of the key benefits of the account as they make the account more attractive. I don't know what it was that attracted them to the account when they took it – although it's possible the discounted overdraft rate appealed to them. Sometimes people are attracted by benefits that they never end up using and I think this is likely what happened here.
- NatWest has told us it sent Mr and Mrs S refresher packs to keep them updated on the account benefits and I can see that they have registered a mobile phone many years after taking the account. So I think they were made aware of at least some of the benefits on an ongoing basis.
- Mr and Mrs S have said they haven't benefitted from having the account as they have paid more in fees than they have used. I accept that they may now consider that the packaged account hasn't been good value. But it seems to me this is with the benefit of hindsight and this isn't something I can consider. Mr and Mrs S may not have made much use of the benefits, but this doesn't mean NatWest mis-sold the account. I am satisfied that at the time Mr and Mrs S knew what the cost and benefits were and were happy to pay the cost for the benefits they were attracted to.
- It's possible that NatWest didn't tell Mr and Mrs S everything it should have about the packaged account. But I haven't seen anything to make me think that Mr and Mrs S wouldn't still have taken the account even if NatWest had told them everything.

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

### **my final decision**

For the reasons I've explained, I don't uphold Mr and Mrs S's complaint.

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

Rob Deadman  
**ombudsman**