

## **complaint**

Mr and Mrs G have complained that The Royal Bank of Scotland Plc (RBS) mis-sold a Royalties Gold packaged bank account to Mrs G.

## **background**

I attach my provisional decision of 18 May 2015, which forms part of this final decision.

In my provisional decision I set out why I didn't think I should uphold Mr and Mrs G's complaint. I asked both parties to provide any further comments before I reached a final decision. Following this, neither party has provided anything further for me to consider.

## **my findings**

I have reconsidered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

As neither party have provided any further evidence or arguments for me to look at, I see no reason to change the conclusions set out in my provisional decision. So I don't uphold Mr and Mrs G's complaint.

## **my final decision**

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs G to accept or reject my decision before 27 July 2015.

Lauren Long  
**ombudsman**

## **COPY OF PROVISIONAL DECISION**

### **complaint**

Mr and Mrs G have complained that The Royal Bank of Scotland Plc (RBS) mis-sold a Royalties Gold packaged bank account to Mrs G. The account was originally taken out by Mrs G only in 2000 and Mr G was added to the account in 2007. Mr and Mrs G pay a monthly fee for the account which offers them several benefits in return.

Mr and Mrs G have used a claims management company (CMC) to bring their complaint to us.

### **background**

One of our adjudicators looked into Mr and Mrs G's complaint and didn't think that RBS mis-sold the packaged account to Mrs G. Mr and Mrs G didn't accept this recommendation and so the case has come to me to make a decision.

### **my provisional findings**

I've considered all the available evidence and arguments to decide what is 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 Mr and Mrs G's complaint.

I've thought carefully about everything that RBS and Mr and Mrs G have said. And having done so, I don't think that RBS mis-sold the packaged account. I'll now explain why:

- Mr and Mrs G have said that Mrs G wasn't given a choice and thought she had to have the packaged account. But I think she was aware that RBS offered other, free accounts – as she had previously held free accounts with RBS. And I haven't seen enough to suggest that she was led to believe that free accounts were no longer available and that she now needed to pay for one. So overall I don't think that Mrs G was told she had to have the packaged account or that RBS didn't give her a fair choice about the account.
- I don't think that RBS recommended the packaged account to Mrs G so it didn't have to check if the account was suitable for her. This means it was up to Mrs G to decide if the account was right for her taking into account her circumstances at the time.
- When Mrs G took out the packaged account RBS had to give her enough clear information for her to decide if she wanted it. RBS has said that it would have provided a welcome pack with information about the packaged account. It's possible it didn't do this or that it didn't highlight the main things in the welcome pack before Mrs G agreed to the upgrade. But I haven't seen enough to suggest Mrs G wouldn't have taken the account even if it had.
- Mrs G has said that she had a medical condition when she took out the packaged account, and that this may have limited her use of the travel insurance. I don't have the terms and conditions of the insurance, so I don't know whether it would have covered her condition or whether she would have needed to declare her condition in order for it to be covered. But in any event, Mrs G has said that when she took the

account, she didn't go on holiday very often which suggests to me that the travel insurance wasn't a key benefit for her at the time. So overall, I don't think that more information about the travel insurance would have made a difference to her decision to take the packaged account. Also Mrs G hasn't told us that she needed to make a claim and then found she couldn't. So I can't see that she's suffered a financial loss as a result of not being told about any requirements or exclusions in relation to her medical condition.

- I think it's likely that Mrs G opened the packaged account because she thought that some of benefits would be useful for her. Mr and Mrs G have said they didn't need or use any of the benefits. I accept that they may not have needed to claim on any of the insurance policies attached to the account. But they covered Mr and Mrs G against the *possibility* of something going wrong. I also accept that Mr and Mrs G didn't register for any benefits until some time after the account was taken out. But not all of the benefits required registration and just because Mr and Mrs G didn't use all the benefits the account offered straight away, doesn't mean that it was mis-sold.
- Mr and Mrs G have said that because they weren't aware of all the benefits the account offered, they took out other insurances and so duplicated cover. But I think they knew enough about the account to know where they had duplicate cover. So it was up to them to decide whether to cancel any existing cover.
- Mr and Mrs G have said that they weren't fully aware of the costs of the account. But taking everything into account, including the fact it seems Mrs G knew she was taking an account with benefits, I also think it's likely she would have been aware of the cost and that it was acceptable to her at the time.

### **my provisional decision**

For the reasons I've explained, I don't think the packaged account was mis-sold and so I don't think I should uphold Mr and Mrs G's complaint.

I'll wait a month to see if either party has anything further to add – before reaching a final decision on this complaint.

Lauren Long  
**ombudsman**