

## **complaint**

Miss M has complained that TSB Bank plc ("TSB") mis-sold a Silver packaged bank account to her in 2010.

## **background**

I attach my provisional decision of 10 November 2016, which forms part of this final decision.

In my provisional decision I set out why I didn't intend to uphold Miss M's complaint. I invited both parties to make any further comments before I reached a final decision. Following this, TSB provided nothing further for me to think about. But Miss M responded. In summary she's said she didn't:

- voluntarily choose to have the packaged account;
- know her separate Classic account provided her with the same features as a current account as she didn't have a debit card on it;
- always rely on the mobile phone insurance as she sometimes forget to register new handsets.

## **my findings**

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

I've given careful thought to Miss M's further points. But having done so, I regret to inform her that I've not been persuaded to alter my conclusions.

I've thought about the further reasons Miss M's given in support of her argument that she wasn't given a choice in taking the Silver account. But it remains the case that she upgraded to the Silver account from an under 19 account well in advance of her 19<sup>th</sup> birthday. And I would've expected her to question why she had to upgrade there and then, if she genuinely had been told that she had to have a fee paying adult account. At the very least I would've expected her to only take the account when she absolutely had to as she'd exceeded the maximum age limit for the account she already had. So while I accept Miss M's version of events is possible, I haven't seen enough here to persuade me that it's most likely this is what happened when she was sold the Silver account.

Having requested further information from TSB it does look like Miss M didn't have a debit card on her separate fee free Classic account. But this appears to be because she declined the option of having one. In any event, I've looked at the documentation Miss M signed at the time she opened her separate fee free account. And it does make it clear that this account is a current account. And while I've given some thought to what Miss M's said about being told she could now have this account because she already had a fee paying one, as this is something she hasn't mentioned before, I'm afraid that this isn't enough for me to uphold her complaint on this basis. So it remains the case that I think she would've known she could have a fee free account when she opened her Classic one and I would've expected her to query why she had to have the Silver account, if she'd been told she had to have a fee paying account in the first place.

I've seen what Miss M's said about being told the account included benefits but it not being recommended for that reason. But this isn't supported by what's left from the time of the

sale. Miss M's signed application form, for the Silver account, confirms she was provided with a 'Your personal summary of recommendations' ("YPSOR") document. And this would've explained that the account was being recommended for the insurance benefits – most likely mobile phone insurance, given Miss M's later actions. Miss M saying that she was told to cancel the mobile phone insurance she had elsewhere also appears to support this. And while I appreciate that there may have been instances where Miss M forgot to register handsets for the cover, as her registration of earlier handsets suggests she knew that this was a requirement of being able to make a claim, I'm unable to hold TSB responsible for this or say that this means the account was mis-sold.

I've looked at all the further points that Miss M has made. And I've carefully thought about everything she's said and provided. But having done so, I still remain of the view that I haven't seen enough here to be able to safely say TSB misled Miss M into having the Silver account. I appreciate that this will come as a disappointment to Miss M as she clearly feels strongly about her complaint. But I hope that she'll understand the reasons why I've reached my conclusion.

### **my final decision**

For the reasons set out above and in my provisional decision, I'm not upholding Miss M's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss M to accept or reject my decision before 28 December 2016.

Jeshen Narayanan  
**ombudsman**

## **COPY OF PROVISIONAL DECISION**

### **complaint**

Miss M has complained that TSB Bank plc ("TSB") mis-sold a Silver packaged bank account to her in 2010.

### **background**

One of our adjudicators has looked into Miss M's complaint already and he thought that TSB had mis-sold the packaged account. TSB didn't accept this and asked for an ombudsman to look at the complaint and make a final decision.

### **my provisional findings**

I've considered all the available evidence and arguments to provisionally 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 help me provisionally decide Miss M's complaint.

I've carefully thought about everything I've seen on this complaint. Having done so, I don't, at the moment, think that Miss M's complaint should be upheld. I'd like to explain why.

I've firstly thought about whether Miss M was given a clear choice in taking this account. At this point, it may also help for me to explain that I have to make my decision based on what I think is most likely to have happened. When the parties to a complaint disagree about what happened (such as here) and there's a lack of evidence from the time, I have to think about what I have been provided with, what I do know and the wider circumstances at the time. In other words, what I have to do, in this case, is decide what I think is likely to have happened having weighed up what both Miss M and TSB have been able to provide me with.

It looks like Miss M upgraded to the Silver account from a fee free one that she'd had for a couple of years. Miss M has said that her previous fee free account wasn't an adult one and that she was led to believe that she had to have the Silver account. I've thought about what she's said. While it's true to say that Miss M had an under 19 account before the upgrade, the upgrade took place well in advance of Miss M's 19<sup>th</sup> birthday. So I do think it's likely that Miss M would've simply kept her previous account (as she was still able to for almost another year) if she didn't want the packaged one.

I'm also mindful of the fact that Miss M has had a separate fee free account running alongside this one since July 2014. And I do think it's likely that she would've queried why she had to have the Silver account much sooner if she was genuinely led to believe that she had to pay to have an adult account with TSB. I've thought about what Miss M has said about the way she used this account. But Miss M's Classic account had all the features of a current account and she was issued with a debit card. So even if she didn't use the debit card, I still think she would've known that she didn't need to pay a fee to have a current account with TSB.

So overall and having thought about everything, I think it's most likely that Miss M chose to upgrade to the Silver account after having been given a clear choice. And I think it's most likely she chose to take the account out as she was interested in the benefits it included.

As I've found that Miss M most likely chose to take the Silver account, the crucial question I now need to think about is whether she could've used the benefits – not whether, or not, hindsight shows the account proved value for money.

TSB has said the Silver account was recommended to Miss M. So in practice this means it had to make a fair recommendation, by taking adequate steps to ensure the Silver account was a reasonable fit for Miss M's circumstances. And having thought about what I've been told are Miss M's

circumstances at the time and her actions since she was sold the account, it looks to me the account chosen was a reasonable match when the benefits Miss M is likely to have wanted are taken into account.

When Miss M upgraded to the Silver account it included benefits such as mobile phone insurance and travel insurance. It looks as though Miss M registered a number of handsets for the mobile phone insurance. So I think Miss M was relying on the cover. And I haven't seen anything to suggest she wasn't eligible for, or couldn't have made a claim on it if she needed to either.

Miss M's also told us that she travelled. And having looked at her circumstances, she appears to have been within the age limit for the policy, was a United Kingdom resident and was registered with a doctor, I've seen no obvious reason why she couldn't have made a claim on the travel insurance if she needed to. So I think it's fair to say Miss M had a need for travel insurance and as she hasn't said that she had this cover elsewhere, I think she may well have relying on the cover included on the account.

I accept that the Silver account also included other benefits and that Miss M might not necessarily have wanted each and every one of them. But the benefits on packaged accounts aren't tailored to individuals and it's rare for an accountholder to find each and every benefit on a given package useful. I'd also point out that the Silver account was the cheapest one in TSB's range. And it was the only way Miss M was able to get the benefits I think she did want and need at the time, at least, with TSB. So overall I think that TSB's recommendation of the Silver account wasn't unfair.

Miss M may now, with the benefit of hindsight, think that she shouldn't have upgraded. And given what she might've read or heard about packaged accounts, I can understand why this might now lead her to believe her account might have been mis-sold too. But I think it's likely that Miss M chose to upgrade after having been provided with what, on the face of things, appears to be a fair recommendation. And while she may now believe that the account hasn't proved value for money, I don't think that this means it was mis-sold.

I want to reassure Miss M that I've looked at all the information provided about her complaint so far. And I've thought about everything she's said. But having done so, I, at the moment, don't think TSB mis-sold the packaged account to her. So I'm not intending to ask TSB to pay her any money.

### **my provisional decision**

For the reasons I've explained, I don't intend to uphold Miss M's complaint.

If TSB or Miss M have anything further to add before I issue my final decision, they should ensure anything they send reaches me by 12 December 2016.

Jeshen Narayanan  
**ombudsman**