

complaint

Miss H and Mr M have complained that National Westminster Bank Plc (NatWest) mis-sold a joint packaged bank account to them in 2009. Mr M is no longer a party to the account. Miss H still holds the packaged account and pays a monthly fee for the account which offers several benefits in return.

Miss H and Mr M have used a claims management company (CMC) to bring their complaint to us.

background

One of our adjudicators has looked into Miss H and Mr M's complaint already. The adjudicator didn't think that NatWest 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:

- The packaged account was the only account offered to Miss H and Mr M and the benefits weren't explained to them
- There is no evidence that Miss H and Mrs M gave their explicit consent to take the account
- NatWest had a duty to provide Miss H and Mr M full and fair information and it didn't fulfil its duty
- Miss H and Mr M already had a packaged account with another bank and did not need another

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've explained how we handle complaints about packaged bank accounts on our website. I've used this approach to decide what to do about Miss H and Mr M's complaint. I agree with our adjudicator that NatWest didn't mis-sell the packaged account to Miss H and Mr M and doesn't owe them any compensation. I say this because:

- The CMC has said that there is no evidence that Miss H and Mr M gave explicit consent to agree to this account. But it has also said that Miss H and Mr M say this was the only account they were offered and that they were told they had to have it. These statements would appear to me to contradict each other. As Miss H and Mr M are saying that they were told that this was the only account that they could have which is why they took it, I don't think I can say they didn't agree to take it.
- Mr M had held a free bank account with NatWest for a number of years before he and Miss H opened the joint packaged account. And free bank accounts are widely available in the United Kingdom and I think they probably knew this when they took the packaged bank account. Considering everything, I don't think I have enough to say that Miss H and Mr M thought this was the only account they could have. So I think it's most likely that Miss H and Mr M were given a fair choice and they choose to take the account.

- I haven't seen anything to make me think that NatWest recommended the packaged account to Miss H and Mr M. So it didn't have to check if the account was suitable for them. It was up to Miss H and Mr M to decide whether the account met their needs considering any existing insurances they may have already held or had from their other packaged account.
- NatWest did need to give them enough information so that they could decide if it was right for them. The packaged account came with a number of benefits. I think it's likely that NatWest made Miss H and Mr M aware of the key benefits of the accounts as these benefits make the account more attractive. I can see they have made enquires on the travel insurances suggesting they relied on this. So this may be one of the things that they thought might be useful. I accept that they haven't gone on to use many of the benefits. Sometimes people are attracted by things that they don't end up using or needing and I think that's likely what happened here. And this doesn't mean NatWest mis-sold the account.
- It's possible that NatWest didn't tell Miss H and Mr M everything it should've about the packaged account. But I haven't seen anything to make me think that Miss H and Mr M wouldn't still have taken the account even if NatWest had told them everything.

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

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H and Mr M to accept or reject my decision before 13 November 2015.

Rob Deadman
ombudsman