

## **complaint**

Miss W has complained that National Westminster Bank Plc ("NatWest") mis-sold an Advantage Gold packaged bank account to her in 2010. She paid a monthly fee for the account which included a number of benefits.

Miss W has used a Claims Management Company ("CMC") to bring her complaint to us.

## **background**

One of our adjudicators has looked into Miss W's complaint already and she didn't think that NatWest mis-sold the packaged account to her. The CMC didn't accept this and asked for an ombudsman to look at the complaint and make a final decision.

## **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 W's complaint.

Having looked at all the information provided, I don't think that NatWest mis-sold the packaged account to Miss W. And so it doesn't owe her any compensation. I'd like to explain why.

I've started by thinking about whether Miss W was given a choice in taking the Advantage 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 else everything 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 W and NatWest have been able to provide me with.

The CMC has said that Miss W banked with NatWest for a long time and that she was told her account was going to be migrated to a fee paying Advantage Gold one. But I think that the CMC is somewhat mistaken because from what I've seen it looks like Miss W's account was opened as a fee paying Advantage Gold one in 2010. And the documentation from the time suggests that she was a new customer with NatWest when she opened this account.

I accept that the account was opened as a fee paying one. But it's common knowledge that fee free accounts are widely available in the United Kingdom ("UK"). And while Miss W has suggested that she'd never had a fee free account before, her circumstances at the time of the sale make me think that this is unlikely. So taking everything I've seen together, I think it's likely that Miss W would've been aware she didn't have to pay to have an account with NatWest, if she didn't want to. And I think it's most likely that NatWest gave Miss W a clear choice and she chose to take the Advantage Gold account because she was interested in the benefits it included.

From what I've seen, I don't think that NatWest recommended the packaged account to Miss W. So it didn't have to check if the account was right for her. And it was up to Miss W to decide this taking into account what the package included. But NatWest did have to give her clear enough information to do this. I do think that it's likely NatWest's representative did talk

about the benefits and at least provided an overview of what the account included. After all they were looking to make the account appear as attractive as possible so Miss W would agree to pay the monthly fee when she most likely knew she didn't have to.

At the time Miss W upgraded the account included travel insurance, breakdown cover and mobile phone insurance. The information I've seen suggests that Miss W booked a holiday shortly after opening the account. So I think it's fair to say that she had a need for travel insurance. As Miss W appears to have been within the age limit for the policy, was a UK resident and was registered with a doctor, I've seen no obvious reason why she couldn't have made a successful claim on the policy if she needed to. It also looks as though Miss W drove and that she had a car. So I think it's fair to say that she could've used the breakdown cover. And Miss W also registered a handset for the mobile phone insurance, which suggests that she found having this cover useful too.

I've seen what the CMC has said about Miss W not needing travel insurance, mobile phone insurance and breakdown cover because she already had all of this elsewhere. I don't know if this is true because the CMC hasn't provided anything at all to support this. And Miss W's registration of a handset for the mobile phone insurance suggests that she was relying on the cover provided with the account. But, in any event, I think that Miss W would've been told that the account came with these benefits. And I can't hold NatWest responsible if she chose to buy cover elsewhere instead of relying on what the account included. So I can't say that the account was mis-sold simply because Miss W may have decided to buy cover elsewhere.

The Advantage Gold account did include other benefits and I don't know if Miss W did want each and every one of them. But the benefits on packaged accounts come as overall packages and they aren't tailored to individuals. And it's rare for an accountholder to find all the benefits useful. I think that Miss W is likely to have chosen the account because she, at the time, thought she'd find enough of the benefits useful. So I haven't seen enough to be able to say that NatWest did anything significantly wrong here.

Miss W may now, with the benefit of hindsight, think that she shouldn't have taken this account. And given what she might've read or heard about packaged accounts in general and what her CMC is likely to have told her, I can understand why this might now lead her to believe that her account was mis-sold. But I think it's likely that Miss W chose to take the account after having been provided with an explanation on what it included. So although Miss W may now question her precise reasons for upgrading, as she may think the account hasn't proved to be value for money, this doesn't mean that it was mis-sold to her.

I want to reassure Miss W that I've looked at all the information I've been provided with. And I've thought about everything she and her CMC have said. But having done so, I don't think that NatWest mis-sold the packaged account to her. So I don't think it owes Miss W any money.

**my final decision**

For the reasons I've explained, I don't uphold Miss W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 22 July 2016.

Jeshen Narayanan  
**ombudsman**