

complaint

Mr G complains that Santander UK Plc ("Santander") mis-sold him a packaged bank account.

background

The background to this complaint and my initial conclusions are set out in my provisional decision from March 2015.

Mr G completed an application form to open a Premier 50 current account ("Premier") in 2009. The packaged account offered annual worldwide multi-trip travel insurance, health benefits, identity protection alert and card loss assistance.

Our adjudicator didn't uphold the complaint. Mr G disagreed with the adjudicator's opinion so the complaint was passed to me.

In my provisional decision I said I was not intending to uphold Mr G's complaint for the following reasons:

- Mr G complains that the identity protection benefit and card loss assistance which came with the packaged account, couldn't be described as real 'benefits' because they duplicated statutory cover. Mr G referred to the publicity surrounding the Financial Conduct Authority's finding that some identity theft protection and card protection policies were mis-sold. In particular he referred to its finding that some consumers weren't made sufficiently aware that card protection policies often duplicated the cover available under the law and by virtue of general rules and obligations on banks and card providers. Under these rules and obligations, a consumer is largely protected against financial loss if they lose their bank card and someone uses the card to fraudulently withdraw money from their account.
- However, the card loss assistance provided with Santander's Premier account offered a card registration and replacement service; up to £1,500 as an emergency cash advance and a similar allowance for accommodation costs, if the consumer was abroad when he lost his card. So it doesn't seem to me that this benefit duplicated the statutory protection available to Mr G. And neither does the identity protection alert appear to duplicate any statutory cover available to Mr G when he opened his packaged account. So I don't think Santander did anything wrong in this respect.
- Mr G says the identity protection alert and card loss assistance were the most valuable benefits for him at the time, closely followed by the travel cover. Mr G has also told us he travelled up to three times a year. And it seems he opened a linked savings account at the same time he opened his packaged bank account. So based on what I've seen, I think it's likely Mr G decided to open his Premier account because he thought these benefits would be useful to him.
- From what I've seen, I don't think Santander gave Mr G personalised advice or made a recommendation in this case. I think it's more likely that Santander provided information about the account so that Mr G could decide for himself whether he wanted it. So Santander didn't have to assess whether the Premier account was suitable for him.

- Mr G says he was aware of the benefits and remembers being sent information about the packaged account. But even if Santander didn't give him enough information at the time, I haven't seen any evidence that there was anything that Mr G should have been told that would have led him to make a different decision about opening the Premier account.
- I accept that Mr G didn't make a claim on the travel or health insurance policies. But he still had the benefit of the cover provided by these policies up to the age of 79, even if he didn't need to make a claim. And I haven't seen anything to suggest Mr G couldn't have claimed on these policies, if he needed to do so.

I provisionally concluded that, taking everything into account, I think Mr G chose to open his packaged account. I think he was aware of the benefits that came with the account and that he would be paying a monthly fee. Santander might not have given him enough information about the account, but I'm satisfied the shortcomings Mr G thinks existed in relation to the identity theft protection and card protection cover didn't exist. And I don't think anything Mr G might not have been told would have made a difference to his decision at the time.

my findings

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

I asked Mr G and Santander if there was anything else they wanted to tell us before I made my final decision. Mr G has told us he understood the reasons for my provisional decision and that he had nothing further to add. So there is nothing that changes my view of this case. I confirm my provisional conclusions and I do not uphold Mr G's complaint.

my final decision

For the reasons I've explained, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G to accept or reject my decision before 11 May 2015.

Sharon Parr
ombudsman