

complaint

Mr F has complained that The Royal Bank of Scotland Plc ("RBS") mis-sold a Royalties Gold packaged bank account to him in 2012.

He's used a Claims Management Company ("CMC") to make his complaint.

background

One of our adjudicators looked at Mr F's complaint already and didn't think the Royalties Gold account had been mis-sold. The CMC disagreed and asked for an ombudsman's 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 help me decide what to do about Mr F's complaint.

Having carefully thought about everything I've seen on this complaint, I'm not upholding Mr F's complaint. I'd like to explain reasons for my decision in a bit more detail.

I've started by thinking about whether Mr F was given a clear choice in taking this 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 everything else 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 Mr F and RBS have been able to provide me with.

Mr F upgraded to the Royalties Gold account from a free one he'd had for the best part of a decade. So I think that Mr F would've known RBS did free accounts and that he could've had one of those if that's what he wanted. Overall I think that Mr F agreed to take the Royalties Gold account after he was given a clear choice on taking the account.

From what I've seen, I don't think that RBS made a personalised recommendation of the Royalties Gold account to Mr F. So I don't think that RBS recommended the packaged account to him. And this means that it didn't have to check if the account was right for Mr F. It was up to Mr F to decide this for himself bearing in mind what the account included and his circumstances at the time.

I think it's likely Mr F would've been provided with, at least, an outline of the account's main benefits *before* he agreed to it – after all RBS would've been trying to persuade him to agree to a packaged account. And setting out what he'd get for the account fee was probably the best way to do this. I'd also add that Mr F's registration of a handset for the mobile phone insurance suggests that he received further information on the benefits after the sale.

When Mr F upgraded some of the main benefits included on the account were preferential borrowing rates, mobile phone insurance, travel insurance and breakdown cover. Mr F successfully applied for a loan on the day that he upgraded. And he received a preferential rate on it, which meant his monthly loan repayments were lower, as a result of having the

account. So I think that Mr F found the preferential rate useful. Mr F also registered a handset for the mobile phone insurance and I've seen no obvious reason why he couldn't have used the breakdown cover or travel insurance either.

So I think Mr F used some of the benefits and he was eligible for and could've used some of the others too. I'm open to the possibility Mr F may not have been told absolutely everything he needed to know. But I think he was told enough for him to be able to decide if the account was right for him. And as I haven't seen anything in his circumstances to suggest he would've been affected by any of the main limitations and exclusions on the benefits, I don't think clearer information would've stopped Mr F from taking the account either.

I accept that Mr F may now, with the benefit of hindsight, believe that he hasn't benefitted from the account as much as he'd hoped and expected to when he initially agreed to it. And given what he may have heard or read about packaged bank accounts in general, I can understand why he might think his account was mis-sold. But I haven't seen enough here to say that RBS actively misled him. And I don't think RBS did anything significantly wrong when it sold the account.

So I want to reassure Mr F that I've looked at all the information provided. And I've thought about everything he's said. But having done so, I don't think that RBS mis-sold the packaged account to him. Although I appreciate this will be disappointing for Mr F, I hope he'll understand the reasons for my decision and he'll feel his concerns have been listened to.

my final decision

For the reasons I've explained, I'm not upholding Mr F's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr F to accept or reject my decision before 21 May 2018.

Jeshen Narayanan
ombudsman