

complaint

Mrs W has complained that National Westminster Bank Plc (NatWest) mis-sold a packaged bank account to her in 2000. She pays a monthly fee for the account which offers several benefits in return.

background

One of our adjudicators has looked into Mrs W's complaint already. They didn't think that NatWest mis-sold the packaged account and didn't recommend it pay any compensation.

Mrs W didn't accept this recommendation and asked for an ombudsman to look at the complaint and make a final decision. She said that:

- It was not clear on her loan document that she was getting a preferential interest rate
- She trusted NatWest and was misguided into taking the account
- She has not used any of the benefits on the account and the account was inappropriate for her

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 Mrs W's complaint. I agree with our adjudicator that NatWest didn't mis-sell the packaged account to Mrs W and doesn't owe her any compensation. I'll explain why below.

Mrs W took the packaged bank account by switching from a free account. She says that she was told it would be suitable for her due to the benefits. Mrs W took the account over 15 years ago. And there is very little direct evidence of what happened at the time. Because of this, I have to make my decision based on what I think is most likely to have happened given the evidence I do have and the wider circumstances at the time. I can see that Mrs W held an overdraft already and took out a personal loan at the same time as upgrading her account. Having the packaged account meant that Mrs W would have paid lower rates on her existing overdraft and new loan. I accept that Mrs W may not remember being told about this, but it's quite possible that her recollections have faded due to the time that has passed. So based on the information I do have, I think it's likely that Mrs W upgraded to benefit from these lower rates.

Mrs W says that she was told the account was suitable for her. It's likely NatWest's representative would've told her about the preferential interest rates, as she would've benefitted from them and they would've made the account more attractive. But I haven't seen anything to suggest that her circumstances were discussed in depth, or that a personally tailored recommendation was given. So NatWest didn't have to check if the account was suitable for Mrs W. So it was up to her to decide if the account was right for her at the time, and on an ongoing basis.

The packaged account came with a number of benefits. As I have explained above, I think it's likely that NatWest made Mrs W aware of the key benefits of the accounts. And I think she was attracted to the preferential interest rates. Mrs W now feels that the account hasn't been good value for money as she hasn't used any of the other benefits. But as explained, I don't think NatWest had to assess its suitability on an ongoing basis. That was for Mrs W to do. And she could've cancelled the packaged account at any point had she no longer required it. Whilst she may not have gone on to use many of the other benefits, this doesn't mean NatWest mis-sold the account.

I want to reassure Mrs W that I've looked at all the information I have about her complaint. Having done so I don't think NatWest mis-sold the account and I don't think it owes her any money.

Mrs W also mentioned to us that PPI was sold alongside one of her loans. Our adjudicator explained in her view what Mrs W can do. Mrs W should contact our adjudicator if she has any queries regarding this issue.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 9 November 2015.

Rob Deadman
Ombudsman