

complaint

Miss C has complained that Clydesdale Bank Plc (Clydesdale) mis-sold a Signature packaged bank account to her in 2009. She paid a monthly fee for the account and received several benefits in return.

background

I attach my provisional decision of 8 February 2016, which forms part of this final decision. In my provisional decision I set out why I didn't think I should uphold Miss C's complaint. I asked both Miss C and Clydesdale to provide any further comments and any new evidence before I made my final decision.

Neither Clydesdale or Miss C have made any additional points in response to my provisional decision.

my findings

I have reconsidered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I see no reason to change the conclusions I came to in my provisional decision. So I don't uphold this complaint.

my final decision

For the reasons explained, I don't uphold Miss C's complaint against Clydesdale Bank Plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss C to accept or reject my decision before 11 April 2016.

Claire White
ombudsman

my provisional decision

complaint

Miss C has complained that Clydesdale Bank Plc (Clydesdale) mis-sold a Signature packaged bank account to her in 2009. She paid a monthly fee for the account and received several benefits in return.

background

One of our adjudicators has looked into Miss C's complaint already. The adjudicator didn't think that Clydesdale mis-sold the packaged account to Miss C and didn't recommend that Clydesdale should pay her any compensation. Miss C didn't accept this recommendation and asked for an ombudsman to look at the complaint and make a final decision.

my provisional findings

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

We have explained how we handle complaints about packaged bank accounts on our website. I have used this approach to decide what to do about Miss C's complaint. I currently don't think Clydesdale mis-sold the packaged account to Miss C. I explain why below.

- Miss C has said the sales representative was pushy and she felt pressured into upgrading. I've thought about this carefully, but to be able to uphold Miss C's complaint for this reason I'd need to think it was more likely that this is what happened. And there's just not enough information available about what was discussed when she upgraded. So I can't say it's more likely Miss C was pressured, or uphold her complaint because of this.

Miss C upgraded from a fee free account to a packaged account. And whilst she's said she wasn't told she could stay on her fee free account, I think it's likely she was aware free banking was widely available. So I think she would've known she could've had a fee free account. Looking at everything I have, I think it's more likely Clydesdale gave Miss C a fair choice to upgrade and she choose the account because she was attracted to some of the benefits.

- I don't have enough to suggest Clydesdale assessed Miss C's needs or made a tailored recommendation. So I don't think that Clydesdale did recommend the packaged account to Miss C. And it didn't have to check if the account was suitable for her. But Clydesdale did need to give Miss C enough clear information about the account so she could decide if she wanted it. Miss C has said she was aware of the cost so I think it's likely a discussion about the cost and the main benefits took place.

It's possible that Clydesdale didn't tell Miss C everything it should have about the packaged account. But I haven't seen anything to make me think that Miss C wouldn't still have taken the account even if Clydesdale had told her everything.

- The account provided a preferential rate on agreed overdrafts and I can see Miss C used her overdraft. She also went on to later make a claim on the breakdown cover. Whilst she's said she had standalone cover, I think she was probably aware of the main benefits of the account and so it was up to her to decide if she wanted to maintain any alternative cover.

I can see she's said she now doesn't feel the account was good value for money. But I think at the time she upgraded she was willing to pay a fee for the benefits she was attracted to. Miss C may not have used all the benefits, but this doesn't mean Clydesdale mis-sold the account.

I want to reassure Miss C that I've looked at all the information provided about her complaint. And having done so, I currently don't think Clydesdale mis-sold the packaged account to her.

my provisional decision

For the reasons I've explained, I don't plan to uphold this complaint unless I get any new information that makes a difference from either Miss C or Clydesdale Bank Plc by 8 March 2016.

Claire White
ombudsman