

## **complaint**

Mrs C has complained that National Westminster Bank Plc (NatWest) mis-sold her an advantage gold bank account taken out in January 1999. This was a packaged bank account (PBA).

## **background**

Mrs C had originally held a fee free account with her late husband. The account is now in her name only. Mr and Mrs C upgraded their account to an advantage gold account in January 1999. Mrs C complained to NatWest about the sale of the PBA. It upheld her complaint in part as it believed Mr and Mrs C might not have been aware of the monthly fee or agreed to upgrade the account. NatWest refunded the account fees up until May 2010 which was two months after it says she would have received a refresher pack in March 2010. NatWest says this pack detailed the costs, benefits and significant features of the account. As a result of this information being sent, it didn't think that any further compensation was due after this date.

Our adjudicator didn't uphold Mrs C's complaint. She thought that Mrs C had been attracted to the benefits the account provided and that the account hadn't been mis-sold. Mrs C's representative disagreed with her assessment. It asked that the case be reviewed and passed to an ombudsman for a 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. I think the relevant issues to take into account are the same as those set out on our website about our approach to complaints about packaged bank accounts.

The first thing I've thought about is whether Mrs C and her late husband were aware they had a choice about taking out the account and whether they agreed to take it out. Mrs C said in her initial letter of complaint that she took out the account in 1994 in branch. In response to the adjudicator's assessment her representative said that her late husband made the decisions regarding the bank account and the bank would've had to speak to him regarding the account. Mrs C has told us that she wasn't advised of the alternatives of a fee free account. It isn't clear how the account was upgraded.

NatWest hasn't been able to provide any documentation from the time of the upgrade. This isn't surprising given that the upgrade took place over 16 years ago. There is some evidence from NatWest's records that that Mrs C expressed an interest in the benefits provided by the account after it contacted her. I accept Mrs C's representative's point that it doesn't necessarily follow from this that Mr and Mrs C agreed to upgrade the account three months later. But this record does suggest they were interested in the PBA. And given what Mrs C's representative has told us about Mr C making the decisions about the account and taking into account this record; I think it's possible that Mr and Mrs C agreed to take out the account. Understandably given the length of time since the upgrade, it's possible that Mrs C's recollection of what happened may have faded over time. Unfortunately we can't know what Mr C may have remembered about the sale. For the reasons I've given, I don't think I can safely decide that they didn't agree to the account upgrade

Mr and Mrs C held a fee free account prior to the upgrade. So I think it's likely they were aware they had a choice about whether or not they had to upgrade the account. And that they didn't have to take out the advantage gold account if they didn't want to.

On balance, looking at everything we've been told and given, I don't think NatWest advised Mr and Mrs C to take out the account. But NatWest still had to make sure that they had enough information to decide if the account was right for them.

The advantage gold account provided a number of different benefits. I don't know why Mr and Mrs C took out this account. I think it's likely there was a discussion about the PBA and that NatWest probably did tell them about its cost and the main benefits; because those would've made it more attractive to a customer.

From what I've seen I think it's likely Mr and Mrs C understood that the advantage gold account offered a package of benefits. It would've been for Mr and Mrs C to decide whether the account as a package was right for them. Packaged accounts are rarely tailored to the individual, so it's unlikely that they would've found every benefit useful. It may still have appealed to them even if they didn't intend using every benefit.

But it does appear that Mrs C did use some of the benefits the account provided. She received a discount on the rate of interest on a number of loans she took out as a result of having the PBA. Mrs C's representative has said that she wasn't told about the need to register in respect of the insurance for a mobile phone and car. The car breakdown cover the account provided didn't require registration. Also car breakdown cover and mobile phone insurance weren't benefits at the time of the upgrade.

I accept it is possible that NatWest didn't give Mr and Mrs C all of the information it should've when it sold the account. But for the reasons I've given, I don't think that Mrs C would've acted any differently. Also there doesn't appear be anything about any of the benefits which they might not have known about, which would have limited their value or usefulness for him. And which had they known about would've put them off taking out the account. This means Mrs C isn't worse off as a result of what NatWest may have done wrong, so there's nothing it needs to do to put things right.

### **my final decision**

For the reasons I've given, I've decided not to uphold Mrs C's complaint against National Westminster Bank Plc. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 21 September 2015.

Simon Dibble  
**ombudsman**