

complaint

Mrs W has complained that HSBC Bank Plc ("HSBC") mis-sold an HSBC Plus (known as HSBC Advance since 2010) packaged bank account to her in 2007. She pays a monthly fee for the account and is offered several benefits in return.

Mrs W has used a claims management company (CMC) to bring her complaint to us.

background

I attach my provisional decision of 11 September 2015, which forms part of this final decision. In my provisional decision I set out why I thought I shouldn't uphold Mrs W's complaint.

I invited both parties to make any further comments before I made a final decision. HSBC has confirmed it has no further information for me to consider and Mrs W's representative has referred back to the letter Mrs W sent in response to the adjudicator's assessment.

my findings

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

As neither Mrs W nor HSBC provided any further evidence or arguments for me to look at, I see no reason to change the conclusions I came to in my provisional decision. So I don't uphold Mrs W's complaint.

my final decision

For the reasons I've given above and in my provisional decision of 11 September 2015, I don't uphold Mrs W's complaint against HSBC Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 16 November 2015

Donna Parsons
ombudsman

COPY OF PROVISIONAL DECISION

complaint

Mrs W has complained that HSBC Bank Plc ("HSBC") mis-sold an HSBC Plus (known as HSBC Advance since 2010) packaged bank account to her in 2007. She pays a monthly fee for the account and is offered several benefits in return.

Mrs W has used a claims management company (CMC) to bring her complaint to us.

background

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

When the CMC disagreed with our adjudicator and asked for an ombudsman to look into the complaint, it provided Mrs W's reasons. In summary, Mrs W said the following:

- She felt that the adjudicator had suggested she was not being truthful. She says that she did not choose to upgrade, she was given the account with no explanation.
- The only option she chose to take up with HSBC, thinking she had no choice about the account was the travel insurance. But her main period out of the UK was not covered and so, she bought insurance elsewhere.
- The only other benefit that might have been useful was the breakdown cover. But as her car was too old, the facility was never used.

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 Mrs W's complaint. I do not intend to uphold this complaint. I agree with our adjudicator that HSBC did not mis-sell the packaged account to Mrs W and does not owe her any compensation.

I say this because:

- Mrs W said that she was given the packaged bank account with no explanation – She received a letter confirming that she had been placed on the account. But HSBC has said that the account was taken out in branch. Whilst I do appreciate Mrs W's comments and I have not seen any documents from when the account was taken out, I think it is likely that authorisation to open the account occurred before the letter was sent. I say this because in general, authorisation and signatures of the account holder are required to open or close a new account.

Mrs W took the packaged bank account having held a fee free account with HSBC for many years. Whilst I do not know what was discussed when the HSBC Plus was taken out, I've not seen anything that would suggest she thought free accounts were no longer available. And Mrs W has told us she received the letter about the account and noticed the fees shortly after the account was taken out and she still has the account. Mrs W tells us she thought the packaged bank account taken in 2007 went alongside an account she'd taken many years before. As Mrs W has said she does not hold another packaged bank account, I think the other account she mentions which she held for many years was a free one. As she'd held a free account without the

need for another account or any packaged account to be open, I think she would have been aware that she did not need to take out or keep this account.

In addition, HSBC has told us that a reduced account fee was charged for the first six months which I think would have been discussed as it would make the account seem more attractive.

Taking everything into account, I think it's more likely that HSBC did give Mrs W a fair choice to take the packaging account. And I think she chose to take the account because she thought the benefits might prove useful to her.

- I've not seen anything to suggest that HSBC assessed Mrs W's needs or made a personalised recommendation to her about the HSBC Plus account. So I don't think that HSBC recommended it to her. This means it didn't have to check if the account was suitable for her. It was up to Mrs W to decide whether the account was right for her taking into account what it included and anything else she may have had at the time.
- HSBC had to give Mrs W enough clear information about the packaged account for her to decide if she wanted it. Like our adjudicator, I think that Mrs W was attracted to some of the benefits of the packaged account and chose it because of these. In particular, HSBC has told us that Mrs W received a preferential rate on a savings account she opened the month after taking the HSBC Plus. It has also said she has received a preferential rate on the overdraft she has held and she saved on each cash withdrawal she made whilst overseas as these were fee free.

I can see Mrs W has drawn reference to registration for benefits, but HSBC has said that Mrs W did not need to register for travel, breakdown or life insurance offered with the HSBC Plus. It has also told us that life insurance was introduced in 2008 and so was after the HSBC Plus was taken out. And looking at the travel insurance, I think its likely Mrs W was attracted to this as she has said she chose to take it up. Although HSBC does not have a record, Mrs W has also told us she made a claim under the insurance.

I note Mrs W has said that the only other benefit that might have been useful was the breakdown cover. But she has said that her car was too old to take advantage of this and so was not used. However, HSBC has said that the breakdown cover was also introduced in 2008 and so was not a benefit when the HSBC Plus was taken out. Therefore the fact that any cars over 15 years old were not covered, I do not think would have made a difference to Mrs W's decision on whether to take the account or not.

Mrs W may not have used all the benefits but this doesn't mean HSBC mis-sold the account.

- It's possible that HSBC didn't tell Mrs W everything it should have about the packaged account. But I haven't seen anything to make me think that Mrs W would not still have taken the account even if HSBC had told her everything.

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

my provisional decision

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

If Mrs W or HSBC Bank Plc have anything more they'd like me to look at before I reconsider the complaint and issue my final decision, they should send it to me within one calendar month.

Donna Parsons
ombudsman