

## **complaint**

Mr R has complained that he was mis-sold packaged bank accounts by The Royal Bank of Scotland Plc ("RBS").

## **background**

Mr R opened a fee-free account with RBS in August 1986 (the "first account"). He upgraded this to a Royalties Gold account in December 1998. He then downgraded the account back to a free account in July 2001. Mr R opened another account with RBS as a Royalties Gold account in March 2001 (the "second account"). This second account was downgraded to a free account in January 2013. So between March 2001 and July 2003, Mr R had two Royalties Gold accounts at the same time and RBS has refunded the account fees that Mr R paid on one of the accounts for this period of time.

Mr R complains that he was not offered a free account at the time he was persuaded to open his Royalties Gold account in 2001. He says that he thought free accounts had been withdrawn. Mr R also says that he didn't need the benefits of the account. This service has looked at the sale of both accounts.

Our adjudicator did not uphold this complaint. Mr R disagrees with this so the case has come to me to make a final 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. Where there is limited evidence from the time of sale – as is the case here – I need to decide what I think is most likely to have happened.

I've decided not to uphold Mr R's complaint for the reasons set out below.

Mr R says that when he took out the second account he wasn't given the option of a free account and thought they had been withdrawn. I don't doubt that Mr R has given us his honest recollection of events, but the account was upgraded some years ago and his memory of events may have faded over time. I can see that Mr R downgraded the first account to a free account four months after opening the second account, so it seems to me that he was aware that free accounts still existed with RBS at that point. But he didn't downgrade the second account, so I think it is likely that he wanted the Royalties Gold account for the benefits it offered, although he may have forgotten about this later, which is understandable due to the passage of time.

In relation to the first account, this was upgraded to a Royalties Gold account from a free account. And I haven't seen enough evidence to understand why he thought he couldn't continue with a free account. I have considered what Mr R has said about thinking that free accounts had been withdrawn. But Mr R hasn't told this service what RBS said or did to give him that impression and I haven't seen any evidence to suggest that this was the case. Free accounts were also widely available in this country at the time and I think Mr R is likely to have been aware of that. Having carefully considered the evidence available I think it's most likely that Mr R was given a fair choice about whether to upgrade his account and chose to do so on both occasions because he was attracted to some of the benefits.

Having considered the evidence, I don't think RBS assessed Mr R's circumstances in any detail or gave him a personalised recommendation to take the Royalties Gold account on either occasion. So it seems to me that the sales were conducted on a non-advised basis. This means RBS didn't have to assess the suitability of the accounts for Mr R. But it still had to provide clear enough information about the accounts so that Mr R could decide for himself whether he wanted them.

Packaged bank accounts are rarely tailored to the individual so it's unlikely that every customer will find every benefit useful. It was for Mr R to decide whether the benefits, as a package, were attractive to him for the cost. I think it is likely that Mr R was made aware of the main benefits of the account when he took them out and that some of them were of interest to them at the time – although he may have forgotten about these later. The fact that Mr R may not have used all of the benefits doesn't mean the accounts were mis-sold. And I've seen nothing to suggest he couldn't potentially have benefited from the accounts as a whole.

Mr R made enquiries about the ID theft protection in 2008, registered a mobile phone for the mobile phone insurance in 2011 and used the car breakdown cover in 2009. These weren't added as benefits of the Royalties Gold account until sometime after the sale, so I also think Mr R was made aware of benefits being added over time and considered these could be useful to him.

I accept it's possible that RBS didn't give Mr R all of the information about the accounts that it should have. But I don't think there is anything about the accounts which he wasn't told which would have put him off taking them if he'd known about it. And I don't think Mr R has lost out because of anything RBS might have done wrong.

### **my final decision**

For the reasons given above, I do not uphold the complaint or make any award against The Royal Bank of Scotland Plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr R to accept or reject my decision before 9 November 2015.

Rachel Ellis  
**ombudsman**