

## **complaint**

Mr H has complained that National Westminster Bank Plc (NatWest) mis-sold a packaged bank account to him in 2000. He pays a monthly fee for the account which offers several benefits in return.

Mr H has used a claims management company (CMC) to bring his complaint to us.

## **background**

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

The CMC didn't accept this recommendation and asked for an ombudsman to look at the complaint and make a final decision.

## **my findings**

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

When the CMC disagreed with our adjudicator and asked for an ombudsman to look into the complaint, it didn't tell us much about why it thought the adjudicator may have been wrong. But in fairness to Mr H, I have looked again at the entire complaint including the adjudicator's recommendation.

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 Mr H's complaint. I agree with our adjudicator that NatWest didn't mis-sell the packaged account to Mr H and doesn't owe him any compensation. I say this because:

- Mr H took the packaged bank account by switching from a free account which he had held for a number of years. So I think that NatWest gave Mr H a choice to take the packaged account or keep the free one.
- Mr H has told us that he opened the account because NatWest told him he should and he trusted them. It's possible that NatWest suggested the packaged account may be beneficial to him. But I haven't seen anything to make me think that it had a detailed discussion about his circumstances. Or that it gave him a personally tailored recommendation. But it did have to give him enough information so that he could make this decision.
- The packaged account came with a number of benefits. The CMC has said that Mr H wasn't aware of what the benefits were. I think it's likely that NatWest would've made Mr H aware of the key benefits of the accounts as they make the account more attractive. And I don't think he would've agreed to pay a fee for an account that offered him nothing in return. So I think he was attracted to some of the benefits and chose to take the account because of them.

- It's possible that NatWest didn't tell Mr H everything it should've about the packaged account. Mr H has told us he had an existing medical condition. It's unclear if he had this at the time of the sale, or whether this would've affected his ability to make a claim. But as he has told us he always arranged separate travel insurance, it doesn't seem he was relying on the cover provided. And I haven't seen anything to make me think that Mr H wouldn't still have taken the account even if NatWest had told him everything.
- Mr H has gone on to use the breakdown cover and register a mobile phone for the insurance it offered. Both of these benefits were added after he took the account. This suggests to me that he was made aware when benefits were added to the account and continued to find it useful.

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

### **my final decision**

For the reasons I've explained, I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 13 November 2015.

Rob Deadman  
**ombudsman**