

complaint

Mr H's main complaint is that Clydesdale Bank Plc (trading as Yorkshire Bank) mis-sold him a Signature packaged bank account in 2011. He tells us he is also unhappy because Yorkshire Bank didn't downgrade his account when he wanted it to.

background

Mr H had a free account with Yorkshire Bank before he upgraded it to the Signature account in 2011. He downgraded his account back to a free one earlier this year and complained – through a claims management company (CMC) – to Yorkshire Bank. It didn't agree that the Signature account had been mis-sold to Mr H. As he didn't accept that answer he brought his complaint to this Service.

Our adjudicator has already looked into the matter and recommended that Mr H's complaint shouldn't be upheld. He doesn't agree with her assessment and has asked – as he's perfectly entitled to – for his case to be considered afresh by an ombudsman.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I agree with our adjudicator and don't uphold Mr H's complaint. I will explain my reasons below.

At the outset I would like to explain that I don't doubt that Mr H has told us his honest recollections. But I am mindful that memories can and do fade over time. And where the evidence is unclear or there are conflicts I make my decision based on the balance of probabilities. In other words I look at what evidence we do have and the surrounding circumstances to help me decide what is more likely to have happened.

Although Mr H has suggested he wasn't given any option about upgrading I think that Yorkshire Bank did give him a fair choice. This is because Mr H has also said that he recalls being told that the account was "*really good*" and that he would "*get this and that*". He also said that he was told what it came with and he thought it would save him taking other insurances. He'd previously had a free account and I've seen a copy of his signed application form for the Signature account.

I understand that he got a better interest rate on his savings account because he had the Signature account. But he didn't have much savings in the account and the difference was only likely to be pennies – so whilst he may have found that of interest, I don't think that was the main attraction.

When Mr H upgraded to the Signature account it cost £12.50 a month. It provided a number of benefits including worldwide travel insurance, mobile phone insurance, car breakdown cover and ID protection. Looking at Mr H's statements from the time it doesn't seem that he used the account a lot. He didn't keep a very high balance and there weren't many transactions. And it seems he continued to manage it in a similar way afterwards. I can see that he regularly made deposits which appear to have been intended to cover the account fee. The way Mr H used his Signature account suggests to me that – as he told our adjudicator – he decided that the account was in effect a simple means of accessing a number of insurance products. So taking all of this together it seems to me that Mr H chose to upgrade because he thought the account insurance benefits would be useful and having them in one place would be better for him.

And I can see that Mr H might have found most of the insurance benefits which came with the account useful. He regularly travelled abroad, had a smart phone and a car. I accept that he may not have thought he could use all the benefits. But packaged accounts aren't usually tailored to an individual customer and it's unusual to for someone to think that they would be able to benefit from every aspect of the account. So, even if Mr H didn't think he would use all the benefits it doesn't mean that Yorkshire Bank mis-sold him the account.

If Yorkshire Bank recommended the account it had to take adequate steps to check the benefits were suitable for Mr H. He says that the account was recommended but Yorkshire Bank says it only provided him with enough information so he could decide if it was suitable for himself. But even if it did recommend the account I'm not aware of anything about Mr H's circumstances which would've meant that any of the benefits were unsuitable for him. And so it seems it would have been an appropriate recommendation.

But whether or not Yorkshire Bank advised Mr H to take the account it had to provide him with enough clear information for him to make an informed choice. I think it's likely he was told about the main benefits as they would've made it seem like a more attractive prospect. But I accept it may not have given him all the details it should have done. But as I mention above, I don't think there was anything about Mr H's circumstances which would've meant he couldn't rely on any of the benefits. So I don't think he'd have made a different decision - and decided against upgrading - even if he'd been given better information.

Mr H tells us he is unhappy because he had tried to register a tablet for cover under the gadget insurance but wasn't able to do so. He says he was advised by the branch staff to try again with support. But he says he didn't manage it and later his tablet was lost and - as he hadn't registered - he couldn't claim. I haven't looked into that matter because Mr H's complaint was about mis-sale and trying to downgrade his account. But Yorkshire Bank tells us that if Mr H is able to provide it with some more details around that attempted claim it would be happy to look into it further with the third party insurance providers.

Mr H told us that he tried to downgrade his account after the incident with his tablet but hasn't been allowed to do so. But I note that he also told our adjudicator that he didn't question the matter at the time and that he now felt he'd made a mistake by not doing so.

We asked Yorkshire Bank to look into its contact records. It says it has no notes showing that Mr H visited his branch to request his account be downgraded. And it has checked its phone records against Mr H's mobile phone number. And from that there isn't any record of a call to discuss downgrading. I accept that Mr H may have seriously considered downgrading and even thought about raising it with Yorkshire Bank. But I haven't seen sufficient evidence to persuade me that he did and that Yorkshire Bank failed to let him cancel his account.

From his most recent email to us, it's clear that Mr H feels unhappy about the level of service he received from Yorkshire Bank. And whilst I acknowledge his likely disappointment with the outcome of this complaint I want to reassure him that I've looked at everything he's told us. And I'm sorry that this won't be the outcome he was hoping for. But having considered his complaint at length, I'm not persuaded to uphold it.

my final decision

For the reasons outlined above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 15 January 2016.

EJ Forbes
ombudsman