

## **The complaint**

Mr B has complained that Santander UK Plc (“Santander”) mis-sold him a fee-paying Reward packaged account in 2009.

Mr B says he was told having the account was his only way of obtaining a debit card and overdraft.

## **What happened**

Santander said that Mr B had complained too late for our service to be able to consider the complaint. I issued a decision on 19 March 2024 explaining why I thought that Mr B’s complaint was raised within the relevant time limits, and is therefore a complaint that this service is able to consider.

After issuing this decision, Santander said that it didn’t think the Reward account had been mis-sold. One of our investigators assessed Mr B’s complaint and they too concluded that the Reward account was, in all likelihood, not mis-sold.

As Mr B disagreed with the investigators assessment, the complaint was referred for an ombudsman’s decision.

## **What I’ve decided – and why**

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

We’ve explained our approach to complaints about packaged bank accounts on our website, and I’ve used that to help me decide this complaint. I would also like to point out that where matters are in dispute and evidence is missing, as is the case here, I have to decide what I think was most likely to have happened, based on all the evidence that is available.

Having considered everything that has been provided, I don’t think the Reward account was mis-sold. I will explain why.

Mr B says that he was led to believe that if he wanted an overdraft and a debit card, the only way he could do that was by upgrading his account to the fee-paying Reward account.

However, Santander says that the account was sold to Mr B on a non-advised basis and it would’ve provided Mr B with information about the account so that he could decide for himself whether to upgrade. Santander says that documentation issued at the time of sale would’ve made it clear that the monthly account fee was optional and that the monthly charge was specifically for the package of insurance and non-insurance benefits that were included with the account, rather than so that Mr B could have an overdraft or debit card.

Having weighed up the competing testimonies alongside all of the other evidence, I’m not able to conclude that what Mr B is saying happened is the most likely version of events.

I say this because firstly, Mr B's account was upgraded in 2009 – so around 14 years prior to him complaining. It is the case that recollections can fade and change over time. Also, I note that Mr B said that he was not told that there was an alternative free account at any stage until this year i.e. 2023, when his account was converted to a free account. However, looking at the evidence that has been provided, I can see that Mr B's account was changed to a fee-free account in 2013. As such, given the inaccuracy of his testimony and as his recollection of events doesn't match the evidence I have been provided with, this means I can't place as much weight on Mr B's recollections as he would perhaps like me to.

In 2009, I understand the Reward account cost £10 per month and included benefits such as travel insurance, breakdown cover and identity theft protection, amongst other benefits. It also included a £100 interest free overdraft facility, and a lower rate of interest on overdrawn balances above that amount (up to the arranged overdraft limit). It also provided access to deals on personal loans. I can see on Santander's website (it was operating under a different trading name at the time) that a number of other current accounts that included overdrafts and debit cards were available at the time – including ones without a monthly fee.

Looking at Mr B's bank statements from 2010 i.e. shortly after the sale took place, I can see that Mr B was regularly using his overdraft each month. There is also evidence he was driving. So in the circumstances, I accept it's *possible* that Mr B agreed to the account because he was misled to believe it was his only option (to get an overdraft and debit card). But at the same time, I think it's also just as likely, if not more so, that he agreed to upgrade his account to a Reward account because he was attracted to the overdraft benefits and the breakdown cover that it came with.

As such, having weighed everything up, when deciding what I think most likely happened, I don't think that there is enough evidence here for me to conclude that the account was likely to have been mis-sold to Mr B.

### **My final decision**

Because of the reasons given above, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 7 August 2024.

Thomas White  
**Ombudsman**