

complaint

Mr G has complained that National Westminster Bank Plc (NatWest) mis-sold an Advantage Gold packaged bank account to him in 2004. He paid a monthly fee for the account which offered several benefits in return.

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

background

Mr G had a fee free account with NatWest from February 1992 until he upgraded to an Advantage Gold account in May 1998. He then downgraded his account to a fee free one in July 2003. NatWest said that it didn't think the packaged account was right for Mr G during this period and so refunded the fees he'd paid.

Mr G's account was upgraded again in April 2004 to an Advantage Gold account, but NatWest didn't think this account was mis-sold and so didn't refund the fees from this point.

So in my decision I've looked at whether or not the account was mis-sold to Mr G in 2004 and I haven't looked at what happened when Mr G's first packaged account was taken out. His representative has told us that Mr G has accepted what NatWest has done to put things right about the sale in 1998.

One of our adjudicators has looked into Mr G's complaint already and didn't think that NatWest mis-sold the packaged account to him. The CMC didn't accept this 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. We've explained how we handle complaints about packaged bank accounts on our website and I've used this approach to decide what to do about Mr G's complaint.

I know this will come as a disappointment to Mr G. But having thought carefully about all the points that have been made I don't think NatWest mis-sold the packaged account to him. And I'll explain why below.

- The first thing I've thought about is whether Mr G was given a fair choice when he upgraded to a packaged account in 2004. Mr G has said that he only required a basic account and thought the account he had was the only one available to him. He's also said he didn't realise he had a packaged account with benefits, and that cost a fee. But this wasn't Mr G's first packaged account. He'd held a packaged account from 1998 until it was downgraded in 2003. Mr G then held a free account with the bank before it was upgraded again to a packaged account in 2004. So I think Mr G was aware at the time that NatWest offered free accounts. I haven't seen enough to suggest that he was led to believe that free accounts were no longer available and that he now needed to pay for his account again. Overall I don't think Mr G was told he had to have a packaged account or that NatWest didn't give him a fair choice when taking it out.

- I don't think that NatWest recommended the packaged account to Mr G so it didn't have to check if the account was suitable for him. That said, NatWest did still have a responsibility to provide enough information to enable Mr G to make an informed choice about whether he wanted the packaged account.
- Mr G has said he wasn't given all the information he needed to make an informed decision about the account. I don't know what Mr G would have been told when the account was sold. But I do think NatWest probably did tell him about the main benefits of the account because those would have made it more attractive to him. NatWest has said that it would have sent a welcome pack to him with detailed information about the account, but this may have only been sent after it had been sold. So I accept that Mr G might not have had all of the information he needed when he agreed to take the account. But I don't think this would necessarily have made a difference to his decision to take it out. Because I don't think any of the restrictions that he might not have known about would have put him off agreeing to it.
- I think it's likely that Mr G took out the packaged account because he thought that some of the benefits would be useful to him. Mr G has said he didn't have a need for any of the benefits. But NatWest has said that Mr G benefited from a preferential interest rate on several loans he took out (one at the same time as the upgrade) which was a feature of the account. I accept that Mr G may have not needed or used *all* the benefits the account offered, but this doesn't mean that the account was mis-sold. Packaged accounts are rarely tailored to the individual, so it's unlikely he would have found every benefit useful. I think that the account may still have appealed to him even if he didn't intend to use every benefit (such as the travel insurance).
- Mr G has said he wasn't aware of the fee for the account. But as I think he knew he was taking an account with benefits, instead of a free account, I also think he would have been aware of the cost and what it was for. And it seems he found these costs acceptable at the time.
- Mr G has said that he didn't need the breakdown cover as he already had it through his employer. But this benefit wasn't part of the account when Mr G upgraded and so wouldn't have been a consideration of his when he took the account.

my final decision

I appreciate that with hindsight Mr G may feel that he hasn't had value for money with the packaged account or that the benefits weren't all right for him. But, for the reasons I've explained, I don't think the packaged account was mis-sold and so I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G to accept or reject my decision before 10 July 2015.

Lauren Long
ombudsman