

The complaint

Mr O is unhappy that he's been charged a fee for the packaged bank account he's held with National Westminster Bank Plc for many years.

What happened

The circumstances that led to this complaint are well known to both parties, so I won't repeat them in detail here. But, in summary:

- Mr O opened a fee-free account in 1993 which was converted to an Advantage Premier packaged account in 1999. It was migrated to a fee-free Black Account in 2012 when NatWest decided to streamline its product range. And then it was switched to a Premier Reward Black packaged bank account in 2016. Mr O closed the account in January of this year.
- Mr O recalls being told he had to convert to a packaged bank account in 1999 in order to be given the mortgage he wanted. He says he didn't realise he was being charged a fee as he doesn't read his statements or open any post or read any emails he's sent in relation to his account.
- NatWest says Mr O would have chosen to upgrade his account and its records show the second upgrade was actioned in branch. He would have been given information which would have helped him decide whether the account was right for him given the costs and benefits. And he's benefited from the rewards paid to him over the years since the most recent conversion.
- One of our investigators looked into Mr O's complaint and didn't think NatWest mis-sold the account. Mr O disagreed and so the complaint has come to me for review.

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 how we handle complaints about packaged bank accounts on our website. And I've used this approach to help me decide Mr O's complaint. Having done so, I've reached the same conclusion as the investigator, and for much the same reasons. I note, in particular that:

- Given the length of time that's passed, I don't think it's unreasonable NatWest hasn't been able to provide much information or documentation from the time that the various account changes took place. Where evidence is incomplete and matters are in dispute, my role is to make a decision based on what I think is most likely to have happened – keeping in mind everything I've seen and have been told by both parties.
- In his submissions, Mr O has focussed on the original account conversion that took place in 1999. On the one hand he suggests he knew his account was being changed in order

to get the mortgage he wanted, but he also says he didn't realise he was being charged. Those two arguments seem somewhat at odds with each other – he knew something was changing, but didn't know what.

- Mr O held fee-free accounts before and in between holding packaged accounts, for a number of years. I think it's unlikely the conversions happened without some direct intervention from Mr O.
- I accept Mr O has given an honest recollection of what happened. But given the time that's passed, I don't think it's more like than not that NatWest changed Mr O's account twice to a packaged one without his knowledge or consent just because it's unable to provide evidence. Or that it didn't provide sufficient, clear information about the fees and related benefits in order for him to make an informed choice about the changes.
- I've seen nothing which suggests Mr O couldn't, or hasn't, derived benefits from holding these accounts. It's possible he hasn't taken advantage of all the benefits on offer, and for which he was eligible, over the years. But that doesn't mean the fees should be refunded. And it's possible the reason he hasn't made the most of the benefits on offer is because, by his own admission, he's chosen not to read any of the correspondence that NatWest has sent him over the years.

Overall, having considered the circumstances surrounding this complaint, I'm not persuaded I can't fairly instruct NatWest to refund any of the fees Mr O has been charged over the years.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 16 November 2023.

Ruth Hersey
Ombudsman