

The complaint

Mr D has complained that Nationwide Building Society ("Nationwide") mis-sold him a fee-paying Flex Plus packaged bank account, which he took out in August 2014.

Mr D says amongst other things the account was mis-sold because he needed it to get an overdraft, he was not aware of his other options and he did not need or use the benefits that the account came with.

What happened

One of our adjudicators considered Mr D's complaint and he concluded that Nationwide had not mis-sold the account. Mr D disagreed with the adjudicator's findings and so the complaint has been 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 mis-sold packaged bank accounts on our website, and I've used that to help me decide this complaint.

Having looked at everything that Mr D and Nationwide have provided, I am unable to conclude that the account had been mis-sold or that Nationwide has acted unreasonably. I will explain why.

Firstly, I have considered whether Mr D was given a fair choice as to whether to take out the account. I can see that Mr D had held a fee free account with an overdraft prior to the Flex Plus so I think that he would've been aware that free accounts existed with overdrafts and were an option for him. I also can't see that Mr D's overdraft was increased at the time the account was taken out. So given this I can't see why Mr D would have thought he had to change his account to get an overdraft that he already held. That said at the time the account was taken one of the benefits were that daily overdraft fees were waived for the first three months of holding the account and after this point the first £100 of his overdraft would be fee free. So, I think this may have been one of the reasons that Mr D took out the account. Overall, I think that he was given a fair choice when taking out the Flex Plus account.

From what both parties have said I think that this sale was carried out on an information only basis. This means that Nationwide was not required to check if the packaged account, or any of the individual benefits it included, were right for Mr D. However, Nationwide was required to present Mr D with the important information about the account and associated benefits, so that he could decide for himself whether it was right for him.

Mr D say he was not made aware of the benefits of the account and he has never used them. Mr D has not explained why he can't use any of the benefits, but I am satisfied that they would have been explained during the sale of the account and the literature sent to him afterwards. Given that I am satisfied that he knew he did not have to have the account it was ultimately his choice as to whether keeping the account was right for him. I accept that Mr D may not have been told everything about all of the benefits that the Flex Plus account came with. But I can't see anything specific that Mr D was not told that I think would've altered his decision to take out the account.

With the benefit of hindsight, it may seem as if agreeing to the Flex Plus account did not provide Mr D value for money. But ultimately, I think that Mr D agreed to the account knowing he did not have to, after being given enough information to decide whether it was right for him. So, I can't say that it was mis-sold in this instance. I therefore don't think it would be appropriate to ask Nationwide to refund the fees that he has paid for the account.

So, taking everything into account, I can't say that Nationwide mis-sold the Flex Plus account or acted unreasonably in this matter.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 20 October 2023.

Charlie Newton
Ombudsman