

The complaint

Mr H has complained about the redress offered to him by Barclays Bank UK PLC ('Barclays') for the mis-sale of payment protection insurance ('PPI') on his personal overdraft. He's also dissatisfied with Barclays' response to his queries about other charges showing on his account.

What happened

Mr H complained to Barclays that he had been mis-sold PPI and asked whether other charges on his bank statements included an element of PPI.

Initially Barclays couldn't find any PPI on Mr H's account, but Mr H was able to provide it with one of his bank statements (September 1997) showing a PPI charge.

Barclays made an offer in December 2020. It said it didn't have any records for accounts prior to 2001 and where it no longer held data it estimated the refund and interest on the known policy start date and transaction behaviour. For account number ending 7923 it made an offer for the period 1 – 2 September 1997 totalling £15.83.

But Mr H was able to provide additional bank account statements for the period 1 March 1997 to 30 September 1997 showing a debit each month for '*Overdraft Protection*'. The debits were £2.40 for March to May and £6.40 for June to September. Mr H couldn't recall when the policy was sold to him but thought he opened his bank account with Barclays in around 1983 when he started working.

Our adjudicator sent the bank statements onto Barclays showing the monthly PPI premium debits and requested Barclays' calculations for the redress so far offered.

In its response Barclays said it would offer Mr H an additional payment of £50 for the complaint handling which it said hadn't been to the standards it expected – it hadn't initially taken into account all the statements that Mr H had provided.

It said its internal records didn't recognise account number ending 7923 but it did have an account in Mr H's name ending 1213 which started with effect from November 1997 and which may have replaced account number ending 7923. It gave us copies of statements for that account. It said it would make an offer taking into account the bank statements Mr H had provided which evidenced the PPI premiums being paid. But it couldn't make an offer earlier than the start date of Mr H's payments on his bank statements because of lack of data.

We referred back to Mr H to ask if he had any further statements that may help Barclays with its calculations. His recollection is that he took the PPI around 1997 because he wanted the protection it offered. He accepted that it may have only been active for the seven months as per the bank statements. But he was still dissatisfied about Barclays' response to other points he raised when he complained.

As the complaint remains unresolved it has been passed to me for a 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.

There are two elements to Mr H's complaint. The first is the mis-sale of PPI on his overdraft account. Barclays has addressed this, and it has been upheld. To put this right, it has now said it will offer redress for the periods evidenced by the bank statements – March to September 1997.

I've reviewed the bank statements that Barclays provided for account number 1213 which it thinks likely replaced account number 7923 with effect from November 1997 and I can't see there were any debits for '*Overdraft Protection*'. And Mr H wasn't able to provide any further bank statements showing the PPI premiums being paid and accepted he may have only paid premiums for the seven months. So, even though it can't be known for sure because of the lack of data and evidence that is available, I think it is more likely that the statements Mr H provided show the only period for which he was charged PPI.

When a business agrees, or I decide, that a complaint that a PPI policy was mis-sold should be upheld, we expect it to, as far as possible, put the customer in the position they would have had if they had not taken out the PPI policy. I'd expect it to refund the premiums paid for PPI, any interest paid on the premiums and any further charges caused by the PPI. I'd also expect it to add interest for the time the customer has been out of pocket.

Barclays has offered this for the known periods that the premiums were debited to Mr H's bank account. And it has also offered £50 for not previously taking those statements into account after he had provided them. I think what Barclays has offered to do for the mis-sale of the policy is fair and reasonable in the circumstances of this complaint.

The second part of Mr H's complaint is that he remained dissatisfied that Barclays' hadn't addressed his question about other charges shown on his bank statements and whether they included an element of PPI. These were the '*Barclays Additions Account fee*' and the '*Account Fee Transaction Charge*'.

We did clarify with Barclays what these charges were, and it confirmed they related to a separate account. This information has been passed on to Mr H and if he wishes to make a complaint about that then he should do so separately – it is for him to decide.

Putting things right

In conclusion, I consider Barclays' updated offer of redress, taking into account the bank statement data (and which should include repayment of premiums paid plus interest charged on those premiums and any further charges caused by the PPI plus statutory compensation interest for the time Mr H was out of pocket) and its additional offer of £50 for not taking the bank statements into account sooner, to be a fair and reasonable outcome in the particular circumstances of this complaint.

My final decision

For the reasons given above, I uphold Mr H's complaint and Barclays Bank UK PLC should calculate and pay redress for the mis-sale of the PPI policy as detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 29 March 2022.

Catherine Langley
Ombudsman