

## **The complaint**

Mrs T has complained that Barclays Bank UK PLC (“Barclays”) migrated her fee-paying Additions packaged account over to a fee-free account but with a fee-paying Tech Pack added, on an opt-out basis, in 2017.

Mrs T says that this is a breach of the Banking: Conduct of Business Sourcebook rules. She also says that she did not need or want the products provided by the Tech Pack and says she thought she was obliged to pay the Tech Pack fee to continue to have an account.

## **What happened**

Mrs T held a fee-paying Additions packaged bank account. As Barclays removed this packaged account from its range of accounts, it migrated all Additions account holders, including Mrs T, over to a fee-free account with an added fee-paying Tech Pack that the account holder could opt out of. The migration of Mrs T’s account took place in January 2017.

Mrs T complained to Barclays in October 2023 and Barclays issued its final response to the complaint on 13 November 2023 not upholding the complaint.

Unhappy with Barclays’ stance on the matter, Mrs T referred her complaint to this service. One of our investigators assessed the complaint and they didn’t uphold the complaint.

As Mrs T didn’t accept the investigator’s conclusions, the matter was referred for an ombudsman’s decision.

Mrs T has used a representative to bring this complaint, but for the sake of brevity, I will refer only to Mrs T throughout this 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 have explained our approach to complaints about packaged accounts on our website and I have used that to help me decide this complaint. And having considered everything, I don’t uphold this complaint, broadly for the same reasons that the investigator provided.

Mrs T has complained that the Tech Pack was mis-sold because it was added to her account without her consent.

Based on everything I have seen, the Tech Pack was not actually sold to Mrs T. Instead, Barclays has explained that it had decided to withdraw Mrs T’s existing Additions packaged account and so wrote to all account holders to explain that their accounts would be changed to a fee-free account.

However, to ensure existing account holders were able to continue to receive some similar levels of insurance cover i.e. mobile phone insurance, Barclays added a Tech Pack to the

affected accounts. Barclays gave all account holders the option to opt out of adding the Tech Pack to their account, should they no longer want or need such insurance cover with their account.

I understand that Mrs T says that adding the Tech Pack to the account on an opt-out, rather than opt-in basis, meant that Barclays was in breach of the Banking: Conduct of Business Sourcebook rules. I note that Mrs T has made a number of points and comparisons between the Additions account and the Tech Pack and said that as the Tech Pack was materially different. I have considered what Mrs T has said, but in this situation, I understand that Barclays was essentially replacing the existing insurance cover (mobile phone insurance) that Mrs T was already paying for under the Additions account, with similar mobile phone cover under the Tech Pack - rather than selling her a new product. As such I don't think Barclays was being unfair or unreasonable in making the change that it did on an opt-out, rather than opt-in basis.

However, when making such a change to an account, Barclays was required to clearly explain what changes were taking place, so that affected account holders could make an informed decision about the changes being made to the account. And Barclays was also required to give all of the affected account holders enough notice of the changes, so that they had a reasonable amount of time in which to consider their options.

Barclays has provided copies of the migration letters it says it sent to Mrs T. The first letter was dated 29 September 2016. This explained that Mrs T's account would be changed to a fee-free account with a Tech Pack added from 13 January 2017. It also explained the cost of the Tech Pack would be £9.50 per month - which was a decrease from £13.50 per month that she was paying for the Additions account at the time. The letter made it clear that the Tech Pack was optional and explained what options Mrs T had. It also explained that, if Mrs T chose to opt out of adding the Tech Pack to her account, her overdraft limit would remain unchanged - but no part of it would be free to use.

Barclays has provided another letter that it had sent to Mrs T on 20 January 2017. This confirmed that Mrs T's account had changed to a fee-free account with a Tech Pack added. It also reminded Mrs T that the Tech Pack was optional and that she could remove the Tech Pack at any time.

Having looked through these letters, I think Barclays made it clear what changes were occurring on Mrs T's account. I'm also satisfied that they clearly explained what options were available to her, if she no longer needed mobile phone insurance or if she was unhappy with the changes taking place on her account.

Both of these letters look to be correctly addressed. So, I think they were more likely than not received by Mrs T - although given how long ago they were sent, I can understand if Mrs T now does not recall receiving them.

But overall, I'm satisfied that Barclays did inform Mrs T of the changes that were made to her packaged account. It had clearly set out the options available to Mrs T, and she was given a reasonable amount of time in which to contact Barclays, in the event that she didn't want the Tech Pack added to her account going forwards.

In addition to the above, I can see that Mrs T was sent a number of letters in the years since January 2017 about her Tech Pack. These again made it clear that Mrs T had a Tech Pack;

how much she was paying for the Pack; that the Pack was optional; and that Mrs T could remove it from her account at any time. So, I'm satisfied that Barclays has taken reasonable steps to keep Mrs T informed about her Pack, its price and any changes made to it and given her ample opportunity to remove the Pack from her account, if she didn't want it, in the years since her account was migrated.

Mrs T has said that Barclays should've made it clear on the statements that the Tech Pack was optional. But I can see that the Tech Pack fee was regularly included on the account statements, giving Mrs T the opportunity to query the fee with Barclays if she wasn't sure what it was for. But either way, I'm satisfied that Barclays had made it clear in a number of letters it'd sent Mrs T, including those sent around the time of the migration, that the Tech Pack was optional, how much it cost, what it included and that it could be removed from her account if she didn't want it. So, I can't reasonably conclude that the Tech Pack had been mis-sold.

Finally, Mrs T says that Barclays has failed to adhere to the Consumer Duty requirements in its communication with Mrs T, since July 2023. Having looked at the reasons why Mrs T believes this to be the case, it seems Mrs T is saying this, essentially because Barclays didn't uphold her complaint in the final responses it sent her. However, just because Barclays didn't find in Mrs T's favour doesn't mean it has failed in its requirements under the Duty.

As such, in the circumstances, I don't think it's reasonable to require Barclays to refund the Tech Pack fees that Mrs T paid since January 2017, or indeed to do anything further than it has already done in relation to this complaint.

### **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 Mrs T to accept or reject my decision before 10 February 2025.

Thomas White  
**Ombudsman**