

## **complaint**

Mr D has complained that he was mis-sold an Additions Active packaged bank account by Barclays Bank Plc in 2010. He paid a monthly fee for the account which included some benefits.

## **background**

Mr D has also complained about the sale of an Additions account that took place in 1996. This sale has been considered under a separate complaint reference. So this decision is only looking at the sale of the Additions Active account that took place in 2010.

One of our adjudicators has looked into Mr D's complaint already and she didn't think that Barclays had mis-sold the packaged account to him. Mr D didn't accept this and asked for an ombudsman to look at his complaint and make a final decision.

## **my findings**

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 D's complaint.

I've carefully thought about everything I've seen on this complaint. But having done so, I don't think Mr D's complaint should be upheld. I'd like to explain why.

Mr D has said he felt pressured to upgrade the account. So I've started by thinking about whether Mr D was given a choice in taking the Additions Active account. Mr D has told us that he had had a free account previously and I know that Barclays (and other banks) have always offered fee free accounts. So I think Mr D would've known that he didn't have to pay for an account if he didn't want to. I accept that Mr D wasn't actively looking to upgrade his account. And I think it's most likely that it was Barclays which brought the account to Mr D's attention. But I haven't seen enough persuasive evidence that would make me think Mr D didn't know he had a choice about whether to upgrade or not. Overall, I think it's most likely that Barclays gave Mr D a fair choice to take the packaged account and he chose to upgrade because there was something about the account which he thought might be useful to him.

Mr D says Barclays recommended the Additions Active account to him as he was told it could be beneficial to him. But I've not seen enough to suggest that Barclays provided a tailored recommendation based on Mr D's personal circumstances. So I don't think that Barclays recommended the Additions Active account to him. This means that it didn't have to check whether the account was suitable for Mr D. But Barclays did have to provide Mr D with enough clear information about the Additions Active account for him to decide if he wanted it.

Mr D has said that only limited information was given to him. But from what I've seen – which includes the agreement letter Mr D signed and the account upgrade check list, I think it's most likely that Mr D would've been told about most, if not all, of the benefits on the account.

And Barclays has provided evidence which indicates that Mr D registered his mobile phone for mobile phone insurance. And that he went on to make claims on this and the car breakdown cover. I note Mr D has disputed using the fee free overdraft and some other benefits the adjudicator referred to. But he has confirmed his use and reliance on the benefits I've mentioned. So this suggests to me that Barclays did enough to make him aware of the main account benefits and that he had a need for some of them.

Mr D says he could've got the benefits cheaper elsewhere. And this may be true. But packaged accounts are sold as a pot of benefits for a set price – so they aren't tailored to the individual. This means it's inevitable that consumers will find some benefits more useful than others would. Mr D may not have used nor needed every benefit that came with the account but this doesn't mean the account was mis-sold. Although Mr D may now believe that the account hasn't been good value, this is with the benefit of hindsight. At the point of sale, I think Mr D chose to take the Additions Active account after he was told what it came with and the cost of it.

It's possible that Barclays didn't go into the ins and outs of everything to do with the Additions Active account. But I haven't seen anything to make me think that Mr D wouldn't still have taken the account even if Barclays had told him everything.

I want to reassure Mr D that I've looked at all the information provided about his complaint. And I've thought about everything he's said. But having done so, and while I appreciate that this will be disappointing for Mr D, I don't think Barclays mis-sold the Additions Active account to him. So I'm not going to ask Barclays to pay him any money.

I've seen what Mr D has said about a claim for a boiler not being met. But the information I've seen suggests that he had already complained to Barclays about this. And that Barclays has already addressed this matter separately. So Mr D will need to consider what Barclays' response letter for that complaint said and decide what he wants to do from there.

### **my final decision**

For the reasons I've explained, I don't uphold Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 11 April 2016.

Sandra Greene  
**ombudsman**