

## **complaint**

Mr and Mrs B have complained that Barclays Bank Plc mis-sold three packaged bank accounts. A Current Account Plus to Mr B in 2008 and 2009 and Additions Active account in 2012 to both Mr and Mrs B.

## **background**

One of our adjudicators has looked into Mr and Mrs B's complaint already. He did not look into the Current Account Plus sale in 2008 as Barclays had already made an offer to refund the account fees which was in line with what we would've recommended had we concluded that this account had been mis-sold. I agree that this is the case, so I will not be addressing this sale in this decision. The adjudicator did not think that the Current Account Plus sold in 2009 or the Additions Active account sold in 2012 were mis-sold.

Mr and Mrs B did not agree with this and asked for an ombudsman to look at the complaint and make a final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

We've explained how we handle complaints about packaged bank accounts on our website. I've used this approach to decide what to do about Mr and Mrs B's complaint.

Where evidence is incomplete and matters are in dispute, as they are here, I make my decision based on what I think is most likely to have happened given the evidence that is available and the wider circumstances at the time.

I know this is going to come as a disappointment to Mr and Mrs B, but after giving this case a lot of thought, I don't think the accounts were mis-sold to them. I know this isn't the outcome that they were hoping for. But I hope that my explanation will help them to understand how I have come to this conclusion.

### *why I do not think that the Current Account Plus sold in 2009 was mis-sold*

I've firstly thought about whether Mr B was given a clear choice in taking this account. At this point, it may also help for me to explain that I have to make my decision based on what I think is most likely to have happened.

When the parties to a complaint disagree about what happened (such as here) and there's a lack of evidence from the time, I have to think about what I have been provided with, what I do know and the wider circumstances at the time. In other words, what I have to do in this case, is decide what I think is likely to have happened having weighed up what both Mr B and Barclays have been able to provide me with. Mr B had held a fee free account for many years. So I am satisfied that Mr B would've known Barclays' did fee free accounts and that he could've had one of those if he wished to do so.

Mr B says he was upgraded to the Current Account Plus in 2009 without his knowledge or agreement and he had just downgraded to a fee free account, so did not want this account.

Barclays hasn't been able to provide us with any documentation from the sale, which seems, at first glance, to back up that Mr B might not have agreed to the account. But I don't think it's that surprising there's so little documentation left from the time as the sale took place more than seven years ago. I should also explain that Barclays isn't required to keep all its records indefinitely. So I don't think I can say that Mr B's account was upgraded without his permission simply because Barclays has been unable to provide a signed copy of an account application form it is no longer required to hold.

I also can see that Mr B registered a phone for this account. And as he wouldn't have had mobile phone insurance on a free account, this suggests he was aware that his account had been upgraded. So if he knew it had been upgraded at this point without his consent I think it likely that Mr B would've contacted Barclays to query how and why this change had occurred. I'd also add that I haven't seen any particular problems about accounts being automatically upgraded at this time either. Given this I think it's most *likely* that Mr B agreed to upgrade his account, albeit in circumstances he may no longer recall.

Mr B has said that the bank recommended that he took out this account – although he's also said he doesn't recall agreeing to it. Barclays do not think that this account was recommended to Mr B. I cannot be sure if the account was recommended to Mr B, but even had it been I think that the recommendation was suitable. I say this because the major benefit of this account was mobile phone insurance. And given that Mr B did own a mobile phone and his registration of a handset suggests he was relying on the cover, I do not think that this account was inappropriate. I accept that Mr B may not have been told about all the significant features and exclusions on all of the insurance benefits. But I haven't seen anything specific that I believe would have altered his decision to take out the account.

*why I do not think that the Additions Active account was mis-sold*

Mr and Mrs B have said that they did consent to this upgrade, but only because they thought that they had to. I have carefully considered this but I cannot see anything that would've made them think that they had to change their account again to one with a greater fee.

I can see that Mrs B did travel shortly after the upgrade so I think it is likely that it was this benefit that encouraged Mr and Mrs B to take out this account. I also can see payments for driving lessons so it may have been Mr and Mrs B's intentions to make use of the breakdown cover at a later date. Given this I think it is more likely that they did agree to this account and did so due to the benefits the account came with.

Again Mr and Mrs B have said that this account was recommended to them. But they have not explained why they feel this was the case. This in conjunction with my understanding of Barclays' sales process at the time leads me to believe that no personal recommendation was made for this sale.

As this sale was not carried out on a recommended basis Barclays did not have to ensure that the account was right for Mr and Mrs B. It did though have to give Mr and Mrs B enough information to allow them to decide this for themselves. I think that it is likely that Mr and Mrs B were made aware of the major benefits that the account came with as this would've made the account seem more attractive. I accept that Mr and Mrs B may not have been told about all of the significant features and exclusions on all of the insurance benefits. But I haven't seen anything in their circumstances to say that they would've been significantly affected by any of them.

Mr and Mrs B may now, with the benefit of hindsight, believe they haven't benefitted from the accounts as much they had hoped and expected when they were initially taken out. And given what they might've read and heard about packaged accounts, I can understand why they might believe their accounts were mis-sold. But I think it's most likely that Mr and Mrs B chose to upgrade after been provided with an explanation on what the accounts included. So I want to reassure Mr and Mrs B that having looked at all the information provided and thought about everything they've said, I don't think Barclays mis-sold the packaged accounts to them. So I don't think it owes them any more money.

### **my final decision**

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 22 June 2017.

Charlie Newton  
**ombudsman**