complaint

Mrs I has complained that she was mis-sold a packaged bank account by Barclays Bank Plc ("Barclays").

background

Mrs I opened a fee-free account with Barclays in May 1999. She upgraded this to an Additions packaged account in February 2002.

Mrs I says that she upgraded her account as she wanted a debit card and to be able to withdraw more than £50. She also says that she didn't need the benefits of the account.

Our adjudicator didn't uphold this complaint. Mrs I disagrees with this so the case has come to me to 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. Where there is a dispute about the evidence – as is the case here – I need to decide what I think is most likely to have happened.

I've decided not to uphold Mrs I's complaint for the reasons set out below.

Mrs I upgraded from a free account to the Additions account so I think she was aware that free accounts were available. I haven't seen enough evidence to understand why she thought she couldn't continue with a free account.

Mrs I says that she wasn't able to use the card she had with her free account in shops and that she could only withdraw up to £50 cash at a time. She says that the only reason she upgraded was to have a debit card and be able to withdraw more than £50. Having looked at Mrs I's statements I can see connect card payments and withdrawals of more than £50 before she upgraded. So I don't think that Mrs I thought she had to upgrade in order to get these facilities. Mrs I has suggested that her account was upgraded before the date advised by Barclays, which is why these transactions are shown on her statements. The first account fee I can see on Mrs I's statements in in March 2002. So I think it is most likely that Mrs I did upgrade in February 2002 and that she was able to use the facilities set out above before that date.

I can see that Mrs I appears to have started using an overdraft facility at the time she upgraded. The Additions account offered an interest free overdraft of £250. So this may have been one of the things which attracted Mrs I to the account at the time, although she may have forgotten about this later, which is understandable due to the passage of time.
I think Mrs I is likely to have been given a fair choice whether to upgrade the account and that she would have only agreed to do so if she thought the account provided benefits she was attracted to at a price she was willing to pay.

Having considered the evidence, I don't think Barclays assessed Mrs I's circumstances in any detail or gave her a personalised recommendation to take the additions account. So it seems to me that the sale was conducted on a non-advised basis. This means Barclays didn't have to assess the suitability of the account for Mrs I. But it still had to provide clear enough information about the account so that she could decide for herself whether she wanted it.

Packaged bank accounts are rarely tailored to the individual so it's unlikely that every customer will find every benefit useful. It was for Mrs I to decide whether the benefits, as a package, were attractive to her for the cost. I think it is likely that Mrs I was made aware of the main benefits of the account when she took it out and that some of them were of interest to her at the time. The fact that Mrs I may not have used all of the benefits doesn't mean the account was mis-sold. And I've seen nothing to suggest she couldn't potentially have benefited from the account as a whole.

Mrs I says that she already had mobile phone insurance and travel insurance and that she didn't need car breakdown cover. However, none of these were benefits of the Additions account at the time Mrs I upgraded. So I don't think this would have affected her decision whether to take out the account at the time of sale.

I accept it's possible that Barclays didn't give Mrs I all of the information about the account that it should have. But I don't think there is anything about the account which she wasn't told which would have put her off taking it if she'd known about it. And I don't think Mrs I has lost out because of anything Barclays might have done wrong.

my final decision

For the reasons given above, I do not uphold the complaint or make any award against Barclays Bank Plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs I to accept or reject my decision before 19 February 2016.

Rachel Ellis
ombudsman