

## **complaint**

Mr W has complained that Barclays Bank Plc ("Barclays") mis-sold him Additions Active and Premier Life packaged bank accounts in 2009 and 2010.

## **background**

Mr W also complained about the sale of a Current Account Plus that took place in 2008. But Barclays agreed that Mr W was mis-sold that account and agreed to pay back all the fees he'd paid plus interest. As this is the case, this decision is only looking at the sales of the Additions Active and Premier Life accounts.

One of our adjudicators has looked into Mr W's complaint already and she didn't think that Barclays mis-sold the packaged accounts to him. Mr W 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 W's complaint.

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

I've started by thinking about whether Mr W was given a clear choice in taking these accounts. At this point, it may help for me to explain that I have to make my decision based on what I think is most likely to have happened. And in working out what I think is most likely to have happened, I have to think about everything I've been told together with everything else I've been provided with and see how this fits with what I do know. In other words, what I have to do, in this case, is decide what I think is most likely to have happened having weighed up what Mr W and Barclays have been able to provide me with.

Mr W's said that he was told he had to have this account in order to get an overdraft. I don't doubt that Mr W has provided his honest recollections of what was discussed from the time. But this all happened a number of years ago. While I don't know what Mr W was told in the branch meetings, the information I've seen suggests Mr W upgraded to the more expensive Additions Active and Premier Life accounts from the much cheaper Current Account Plus that he'd had with Barclays for a few months. It looks like he already had an agreed overdraft on the Current Account Plus that he was using before he upgraded. And I haven't seen anything to suggest that Mr W applied for, or was given an overdraft limit increase at the time he upgraded either.

As one of the benefits of both the Additions Active and Premier Life accounts was increased interest free overdraft portions as well as preferential overdraft terms, I think the salesperson may well have pointed out that Mr W could save on what he'd pay when using his overdraft. As this may have formed part of the discussion, I can understand why Mr W may now think that having the more expensive packaged accounts and being able to have an overdraft were linked. But I don't think that the salesperson would've gone as far as saying that Mr W had to have the Additions Active and Premier Life accounts to have an overdraft.

Having weighed up what Mr W's told us against everything else I've been told, I've not seen anything persuasive to suggest that Mr W was told he had to upgrade. So I think it's likely that Mr W would've known that he could've kept his cheaper packaged account, or reverted to a fee free one (given Mr W's age I think he's likely to have had one elsewhere in the past), and used an agreed overdraft on it, if that's what he really wanted to do. Having thought about everything I've seen, I think it's likely that Mr W was given a clear choice on upgrading. And I think it's most likely that he chose to upgrade to the Additions Active account and then the Premier Life account as he thought the benefits on the packages might prove useful to him.

Mr W has said that the accounts were recommended to him. But I haven't seen anything to suggest that a detailed assessment of his demands and needs was carried out. So I don't think that Barclays recommended the insurance benefits on the packaged accounts to him. This means that Barclays didn't have to check whether they were suitable for Mr W and it was up to Mr W to decide if they were right for him. I think it's likely that Mr W would've been told about most, if not all, of the benefits on the accounts in order to make them appear as attractive as possible. After all Barclays was trying to persuade him to upgrade when he most likely knew he didn't have to. And the best way to do this would've been by telling him about what he'd get for the increased monthly fee.

Mr W did use some of the benefits. The accounts came with increased interest and fee free overdraft portions and preferential interest rates on agreed amounts over this. I can see that Mr W has made use of his overdraft and because he had the Additions Active and Premier Life accounts he's paid less interest when he has used it. Mr W has also registered a handset for the mobile phone insurance included on the packages. He also used the breakdown cover included on them too.

I also think that Mr W could've used the travel insurance. He appears to have been under the age limit for the policy, was a United Kingdom resident and was registered with a doctor. So I've seen no obvious reason why he couldn't have made a claim on the policy if he needed to. While Mr W has told us that he hasn't travelled his registration for the Airport Lounge access benefit which was an exclusive benefit for Premier Life account holders suggests that he, at least, had the intention of doing so when he took out the accounts.

There were other benefits included on the Additions Active and Premier Life packages. And while Mr W may not have had a want or a need for each and every one of them, the benefits on packaged accounts come as overall packages. And at the time, it wasn't possible for Barclays customers to create their own packages by picking and choosing the benefits they most wanted.

Mr W may now, with the benefit of hindsight, believe that he hasn't benefitted from the account as much he had hoped and expected to when he initially upgraded. And given what he might've read and heard about packaged accounts in general and he's had his Current Account Plus complaint upheld by Barclays, I can fully understand why this might lead him to believe his account was mis-sold. Especially as he appears to have been contacted by a CMC to tell him that his accounts were mis-sold. But as explained earlier, I have to base my decision on what I think is most likely to have happened at the time of the upgrade and I can't use hindsight when reaching my conclusion. I think it's likely that Mr W chose to upgrade having been told what the accounts came with. So although Mr W may now think that the accounts haven't proved to be value for money and he may be wondering why he took them in the first place, this doesn't mean they were mis-sold to him.

I want to reassure Mr W 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 very disappointing for him, I don't think that Barclays mis-sold the packaged accounts to him. So I don't think it owes Mr W any money.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W to accept or reject my decision before 29 December 2015.

Jeshen Narayanan  
**ombudsman**