

## **complaint**

Miss K has complained Barclays Bank Plc (“Barclays”) mis-sold her a Graduate Additions account in 2015. She paid a monthly fee for the account which offered some benefits in return.

## **background**

Miss K raised a number of concerns about how the bank had sold the packaged bank accounts to her. Barclays accepted that it shouldn't have sold the account to Miss K and offered her a refund of the fees she paid plus interest. Miss K was unhappy with Barclays offer. In summary she was unhappy:

- as Barclays hadn't paid interest on the amount it offered;
- with the customer service she received from Barclays;
- her mobile phone insurance claim had been turned down.

Two of our adjudicators looked into Miss K's complaint. And they didn't think that it should be upheld. Miss K disagreed and asked for an ombudsman's 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 Miss K's complaint.

I know that Miss K is unhappy with the amount Barclays has offered her to settle her complaint. At this stage, it may help for me to explain that this service is not the regulator – it doesn't punish businesses for any errors that might occur. Instead we look to put consumers back into the position they would have been in if nothing had gone wrong. And having looked at the offer Barclays has made, it does appear as though it has put her back in the position she would've been in if she hadn't been mis-sold her Graduate Additions account.

To explain, Barclays has refunded all of the fees that Miss K paid for the account. It has also added interest. Although as Miss K only held the account for six months, the amount of interest is fairly modest. I would also add that Barclays' offer of compensation is broadly along the lines of what I would've awarded Miss K if I were to have upheld her complaint.

I now turn to Miss K's complaint about the service she received from Barclays. Having looked at what she's told us it seems that she's unhappy that Barclays' records weren't updated with the details of her handset when she used its mobile app. And she's also unhappy with the length of time Barclays took to respond to her. I've started by thinking about the length of time Barclays took to respond to Miss K. I can fully understand that having to wait for an answer to a complaint can be frustrating. Especially when we now live in a world we've come to expect wrongs to be put right in hours and minutes, rather than weeks and months. And a complaint is normally made when a consumer feels the financial business concerned has done something wrong in the first place. But I have to look at this in terms of what Barclays had to do – rather than what I think great customer service looks like.

In this case, Barclays acknowledged Miss K's complaint and told her that it would be in touch in due course. It then sent further letters explaining when Miss K could expect to hear back

from it. And it looks like when Barclays wasn't able to issue an answer to Miss K's complaint, within the time period it should've, it told her she could refer her complaint to us. As Miss K did this and told Barclays that's what she would be doing, I don't think it was unreasonable for Barclays to wait for our answer on the complaint – if it indeed did choose to do this.

I appreciate that Miss K called Barclays, on a number of occasions, because she felt that the pace of its investigation wasn't fast enough. And to some extent I can understand why she did this. But as the letters she was sent explained when she could expect to hear further, I can't see how calling Barclays as often as she did was necessary. Especially as the letters she'd already received updated her on the status of her complaint and told her when she could next expect a response. And as this is the case, it wouldn't be fair to ask Barclays to reimburse Miss K for the phone calls she made. So while I've thought about Miss K's points on this and can fully understand why she's dissatisfied with the level of service she's received from Barclays, it looks like Barclays did what it had to. And so I can't uphold her complaint on this basis.

I now turn to the registration of Miss K's handset. It looks like something did go wrong here, as Miss K's handset doesn't appear to have been registered. But having looked at everything I've been provided with, it doesn't look like Miss K's mobile phone insurance claim was turned down because of this. So while Barclays might well have done something wrong here, I can't say that Miss K lost out because of this.

That said, it does look like Miss K is unhappy at her mobile phone insurance claim having been declined. And this is something that she is able to complain about if she wishes to do so. But Barclays only sold Miss K the policy (through selling her the Graduate Additions account) and it didn't turn down her claim – that was done by the insurer. So if Miss K is unhappy with her claim having been declined and she wants to complain about this, this is something that she'll have to take up with the insurer.

### **my final decision**

I realise this will come as a disappointment to Miss K, but my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 4 January 2016.

Jeshen Narayanan  
**ombudsman**