

## **complaint**

Miss E complains that Barclays Bank Plc (Barclays) mis-sold two packaged accounts to her - a First Additions account in 2007 and a Current Plus account in 2012. She paid a monthly fee for the accounts which offered several benefits in return.

## **background**

Two of our adjudicators have already looked in to Miss E's complaint. They didn't think that Barclays had mis-sold either of the packaged accounts to Miss E. Miss E disagreed with the adjudicators and asked for ombudsman to review her complaint.

In response to the initial adjudicator's view Miss E told us that she did not sign either of the upgrade forms and that the signatures on these forms (that Barclay's provided) were fraudulent. Barclays has since provided a copy of several signatures that it holds for Miss E which Miss E has now seen. I reviewed all the documentation and wasn't persuaded the signatures on the upgrade forms were fraudulent. Miss E responded to say she disagreed, she maintained the signatures were not hers as she wouldn't have written the dates in the way that they had been written.

I have considered Miss E's points about the signatures on the upgrade forms as well the sale of the packaged accounts and will set out my conclusions on both issues.

## **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 have explained how we handle complaints about packaged bank accounts on our website. I have used this approach to help me decide what to do about Miss E's complaint.

I have thought about everything carefully but I have decided not to uphold Miss E's complaint. I know that this will come as a disappointment to her so I would like to explain why.

Firstly I have considered Miss E's comments about the signatures and dates that appear on the account upgrade forms. Having reviewed all of these documents carefully I'm not persuaded that I can safely conclude that the upgrade forms were not genuinely signed by Miss E. I say this because although all of these signatures are slightly different they display strong similarities to those which I know to be genuine. And it's not uncommon for there to be some variations in signatures.

Miss E says the dates on these forms are not how she would write it. Again, I have looked at the documents we hold here and I agree that on one of the forms the date is different but for the other the numbers look similar to those written by Miss E when submitting her complaint to us. And it is of course possible that the date wasn't written by Miss E but in fact dated by the representative of the bank instead. But even if that was the case I don't think it invalidates Miss E's signatures or supports her argument that the signatures are not hers.

I'm persuaded that on balance the signatures look to be Miss E's. And because I'm persuaded Miss E signed the upgrade forms I have gone on to consider whether these accounts were mis-sold to her. Miss E's complaint points are:

- Barclays took money without her permission.
- She had no idea what the fee was for and never had a conversation about a packaged account.
- She believed it was an upgrade for mobile insurance but never used it.
- The phone registration is incorrect
- She has not used benefits.

As I've concluded on the signatures on the upgrade forms it follows that I'm persuaded Miss E was present and consented to both of these upgrades. So I have gone on to consider whether she was given a fair choice when doing so.

Miss E had been an existing customer with Barclays when she upgraded to the First Additions account in 2007. She'd held a free account with an overdraft previously so this would suggest that Miss E knew she didn't need to pay for an account with Barclays if she didn't want. I also haven't seen anything to make me think Miss E thought this was no longer the case. So overall I think Miss E was given a fair choice to keep her free account or to upgrade to the First Additions account and she chose the latter.

Again with the second upgrade to the Current Plus account, in 2012, I haven't seen anything to make me think that Miss E wasn't given a fair choice. Miss E has said that Barclays took her money without permission but as I think she was given a fair choice I think she would've understood she was taking an account with benefits that came at a cost. I do appreciate that Miss E might not recall all of this as it was some time ago but I'm not persuaded that she didn't know this at the time of both upgrades.

I've not seen any persuasive evidence that Barclays asked Miss E about her personal circumstances to enable tailored recommendations to be made. So I don't think Barclays recommended the accounts to Miss E. This means that Barclays didn't have to check whether the accounts were suitable for her. It was for Miss E to decide if the accounts were right for her. But Barclays did have to give Miss E enough clear information about the accounts for her to decide if she wanted them. And that's what I've considered here.

I think it's likely Miss E would've been told about most, if not all, of the benefits on the accounts in order to make it appear as attractive as possible. After all Barclays was trying to persuade her to take the accounts when she most likely knew she didn't have to. And the best way to have done this would've been by telling her about what she'd get for the monthly fee. I don't know if Barclays gave Miss E particularly detailed information about the accounts at the time. But even if it didn't I haven't seen enough to make me think Miss E wouldn't have taken the accounts if more detailed information had been given.

The First Additions and Current Plus accounts offered similar benefits at a similar price. The benefits included; mobile phone insurance, gadget cover, cardholder protection and interest free overdraft limits. I don't know enough about Miss E's personal circumstances to know what she was attracted to. But I haven't seen any reason why she couldn't have used the majority of the benefits that came with these accounts. Packaged accounts are rarely tailored and not every customer will find every benefit useful but that doesn't necessarily mean that the account was mis-sold. I can see Miss E did use her overdraft both before and after each of the upgrades so it's possible she thought the overdraft benefits that came with these accounts might be useful to her.

Barclays says that Miss E registered a phone under the mobile phone insurance policy that came with the accounts. But Miss E says this is wrong and she didn't register a phone. I'm not persuaded that this makes any difference to the outcome of Miss E's complaint. I say this because I accept it's possible she didn't register a mobile phone with Barclays and as I've said I don't know what benefits she may have been attracted to. But either way I don't think this means the accounts were mis-sold to Miss E. Every consumer will use their account and the benefits in different ways.

It's possible that Barclays didn't explain everything it should have about the packaged accounts. But I haven't seen anything to make me think that the accounts would not still have been taken even if Barclays had explained everything.

I appreciate that with hindsight Miss E may feel that the packaged accounts haven't been of great value to her. And I accept this would be very frustrating bearing in mind the cost of the accounts. But that in itself doesn't mean that the accounts were mis-sold.

I know this isn't the answer that Miss E was hoping for. But on balance I haven't seen enough to make me think she has lost out as a result of something that Barclays did wrong when it sold the packaged accounts.

### **my final decision**

For the reasons I've given I don't uphold Miss E's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 25 July 2016.

Sophia Smith  
**ombudsman**