

complaint

Mr and Mrs H complain that Barclays Bank Plc (Barclays) mis-sold two packaged accounts to them; the Additions in 2000 and the Additions Plus in 2003. They paid a monthly fee for the accounts which offered several benefits in return.

background

One of our adjudicators has looked into Mr and Mrs H's complaint already. The adjudicator didn't think that Barclays mis-sold the Additions and Additions Plus packaged accounts to them and didn't recommend that Barclays should pay them any compensation.

Mr and Mrs H didn't accept 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's 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 H's complaint. Having considered everything I agree with the adjudicator; I don't think that Barclays mis-sold the accounts to Mr and Mrs H. I appreciate that this will come as a disappointment to them but I hope that my explanation clarifies how and why I have come to this conclusion.

Mr and Mrs H have said several things about the sale of these accounts. They say they were sold the accounts, rather than them buying them as their own decision. They say they were told it was a privilege to have the accounts and that the branch member of staff made them sound like excellent packages. They also say they felt pressured and the branch staff were very insistent. But from their explanation of the events and from what we know about how these accounts were sold, it suggests to me that the accounts were being promoted to Mr and Mrs H, using persuasive sales tactics, but ultimately leaving them with the option to take the accounts or not. I haven't seen enough to persuade me that Mr and Mrs H were left with no choice but to take the accounts. Barclays tells us that Mr and Mrs H were existing customers when they upgraded to the Additions account in 2000. Mr and Mrs H have told us they had previously held a free account so I think it's likely that their account before this upgrade was a free account. And so I think Mr and Mrs H would have known they didn't need to pay to have an account with Barclays. So considering everything, I'm satisfied Mr and Mrs H had a fair choice, to keep their free account or to upgrade to the Additions account and I think they knew they had a choice when upgrading the second time as well to the Additions Plus account in 2003. So I don't think the bank did anything wrong in this regard.

Mr and Mrs H say that they already had the insurances that the packaged accounts offered. But I don't think that Barclays recommended either of the accounts to them. Rather that it promoted the accounts and Mr and Mrs H decided to take the accounts. And on that basis Barclays didn't need to consider if the accounts were suitable for their individual needs. It was for Mr and Mrs H to decide if the accounts suited their needs, bearing in mind any insurance they held elsewhere and whether they should keep or cancel those.

But bearing that in mind Barclays tells us that Mr and Mrs H did use the breakdown service in December 2004. So I think its possible Mr and Mrs H were relying on the breakdown cover. So they have got some use out of the account benefits. And although I appreciate that Mr and Mrs H may not have used all of the benefits or found them all as useful as they thought that doesn't mean that the accounts were mis-sold.

Barclays did have a responsibility to provide Mr and Mrs H with enough clear information about the packaged accounts for them to decide if they wanted them. I don't know everything that was discussed they took out the accounts but it seems likely that Barclays would have explained the main benefits, as this would have made the accounts seem more attractive. And Barclays' notes suggest that when they spoke to Mr H about his complaint he confirmed that the benefits were explained to him when he was in the branch.

It's possible that detailed information about the account wasn't given to Mr and Mrs H at the time. So I accept that Mr and Mrs H might not have had all of the information they needed when they decided to take the accounts. But I don't think this would necessarily have made a difference to their decision to take the accounts out. Because I don't think any of the information that they might not have known about would have put them off agreeing to the packaged accounts.

Overall I think Mr and Mrs H had a fair choice and opted for the packaged account as they were attracted to the benefits they offered. I appreciate that with hindsight Mr and Mrs H may feel that the packaged accounts haven't been of great value to them. And I accept this would be very frustrating bearing in mind the cost. But I haven't seen enough to conclude that the packaged accounts were mis-sold to them.

I want to reassure Mr and Mrs H that I've looked at all the information I have about their complaint. And I've thought about everything they have said. But having done so I don't think Barclays mis-sold the packaged accounts to them.

my final decision

So for the reasons I have given, I don't uphold Mr and Mrs H's complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs H to accept or reject my decision before 18 February 2016.

Sophia Smith
ombudsman