

complaint

Mr J has complained that Barclays Bank Plc ("Barclays") mis-sold him a Tech Pack bundle from its feature store in 2014.

background

One of our adjudicators has looked into Mr J's complaint already and she didn't think that Barclays mis-sold the feature store package. Mr J disagreed 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 and I've decided what I think is 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 J's complaint.

I've carefully thought about everything I've seen on this complaint. And having done so, I don't think Mr J's complaint should be upheld. I'd like to explain why in a bit more detail.

I've started by thinking about whether Mr J was given a clear choice in taking the feature store pack. At this point, it may help for me to explain that I have to make my decision based on what I think is more likely than not to have happened. And in working out what I think is more likely than not 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 more likely than not to have happened having weighed up what Mr J and Barclays have been able to provide me with.

From what I've seen Mr J added the Tech pack to a fee free account. So I think that Mr J would've known that Barclays did fee free accounts and that he could've had an account without a feature store pack if that's what he really wanted. I've also seen a signed application form for the Tech pack. So I'm satisfied that Mr J agreed to the Tech pack being added to his account. Having carefully thought about everything, I think it's more likely than not that Mr J was given a clear choice on taking the Tech pack and that he agreed to take it.

I haven't seen anything here to suggest that the Tech pack was recommended to Mr J. In fact the information available from the time suggests the opposite is true. So as the feature store pack wasn't recommended to Mr J, Barclays didn't need to assess his circumstances before selling it. And it was up to Mr J to decide whether the pack right for him, bearing in mind his circumstances at the time of the sale and taking into account what it included. But Barclays did have to provide Mr J with clear enough information to do this.

The main insurance benefits included on the Tech pack were mobile phone insurance and gadget insurance. Mr J had a mobile phone. So I'm satisfied that he could've found the mobile phone insurance useful.

Mr J also registered a gadget for the gadget insurance included on the feature store pack. So while I'm mindful Mr J's said he had gadget cover elsewhere, his registration for the cover on the Tech pack suggests that he knew he was paying Barclays for this cover. And he was relying on it too. In these circumstances, I can't hold Barclays responsible if Mr J failed to cancel any other cover he may have had elsewhere.

Mr J may now, with the benefit of hindsight, believe that he hasn't benefitted from the Tech Pack as much he had hoped and expected to when he initially took it. And given what he might've read and heard about packaged accounts in general, I can understand why this might lead Mr J to believe his feature store pack was 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 he took the Tech Pack and I can't use hindsight when reaching my conclusion. I think Mr J was provided with enough for him to be able to decide if the Tech Pack was right for him. So I want to reassure Mr J that I've looked at all the information provided about his complaint. And I've thought about everything he's told us. But having done so, I don't think Barclays mis-sold the Tech Pack to him.

my final decision

For the reasons I've explained, I'm not upholding Mr J's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr J to accept or reject my decision before 9 December 2018.

Jeshen Narayanan
ombudsman