

complaint

Miss S has complained that Barclays Bank Plc ("Barclays") mis-sold her an Additions Plus packaged bank account in 2009 and a 'Tech Pack' bundle in 2013.

background

One of our adjudicators has looked into Miss S' complaint already. And our adjudicator didn't think that Barclays mis-sold the packaged account to her. Miss S didn't accept this and asked for an ombudsman to look at her 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 Miss S' complaint.

When Miss S asked for an ombudsman to look into the complaint, she said that our adjudicator's assessment was based on incorrect information. I've carefully thought about this and everything else I've seen on this complaint. But while I know this will come as a disappointment to Miss S as she has put a lot of effort into providing information and making her complaint, I don't think that Barclays mis-sold the packages to her. I'd like to explain why I think this the case in a bit more detail.

I should start by saying I know that Miss S is angry and upset at the information Barclays has provided (including incorrectly telling us that she was on the Additions account), during the initial investigation of her complaint. I can understand why this has been frustrating and why it has probably left Miss S in a position where she has felt that she hasn't been listened to. But I hope that Miss S will understand when I explain that I can't uphold her complaint just because of these errors. What I have to do is make a decision based on what the corrected information is showing me.

I've thought about whether Miss S was given a choice in taking this account. 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 Miss S and Barclays have been able to provide me with.

The information I've seen suggests that Miss S upgraded to the Additions Plus account from a fee free one that she'd had with Barclays for a number of years. And, on the face of things, I haven't seen anything persuasive to suggest that she was told she couldn't keep the account that she had. I accept it's likely that it was the Barclays salesperson who offered Miss S the opportunity to upgrade. And if the salesperson hadn't done that then Miss S wouldn't necessarily have known that the Additions Plus account was available and so wouldn't have upgraded. But I don't think Miss S being offered the account means that she wasn't given a choice. And I think it's more likely that Miss S would've known that she could've kept her fee free account, if that's what she wanted to do.

In terms of the sale of the Tech pack, I think it's likely that it was sold to Miss S after she went into a Barclays branch to explain that she no longer wanted the Additions Plus account. She may well have even told Barclays that she no longer wanted it because she didn't find enough of the benefits useful to justify paying the overall monthly fee. I think that the Barclays' representative most likely told Miss S that it was possible to have some of the benefits that she was more likely to find useful for a cheaper price, as Barclays had now introduced themed feature packs. This meant that it was now possible to have only some of the benefits included on previous packages for a cheaper monthly fee.

I accept that the representative may well have told Miss S that she may want to consider taking one of these packs, rather than downgrading her account completely. But, while I've carefully thought about what Miss S has said, I don't think that the representative would've gone as far as saying that she had to take one of the feature store packs in order to keep an account with Barclays. So I haven't seen enough here to be able to say that Miss S wasn't given a choice in taking the Tech Pack.

Having thought about everything I've seen, I think it's likely that Miss S was given a fair choice on initially upgrading to the Additions Plus account and then taking the Tech Pack. And I think it's most likely that she chose to take these products as she, at the time, thought that the benefits included on the packages might prove useful to her.

Miss S has said that the packages were recommended to her. Barclays has said that as they were both sold in branch a recommendation wouldn't have taken place. I've looked at everything I've been provided with. And I haven't seen anything to suggest that a detailed assessment of Miss S' demands and needs was carried out at the time of either sale. So I don't think that Barclays recommended the insurance benefits on the packages to Mrs S. This means that Barclays didn't have to check whether they were suitable for her and it was up to Miss S to decide if they were right for her. I think it's likely that Miss S would've been told about most, if not all, of the benefits on the packages in order to make them appear as attractive as possible. After all Barclays was trying to persuade her to have them when she most likely knew she didn't have to. And the best way to do this would've been by telling her about what she'd get for the monthly fee.

As I've found that Miss S most likely agreed to the packages, the crucial question I now need to think about is whether she could've used the benefits – not whether she made successful claims on the insurance policies. At the time Miss S upgraded to the Additions Plus account the main benefits included were an interest and fee free overdraft portion and a preferential interest rate on agreed amounts over this, travel insurance and breakdown cover.

Having looked at the information provided, it looks like Miss S had an agreed overdraft with Barclays. Her statements show that she's regularly used this over the years. And because she had the Additions Plus account she's paid less interest when she's done so. So I think that Miss S did use the overdraft benefits on the Additions Plus account. Although it's possible that she might not remember being told this was a benefit so hasn't realised the savings she's made. I also think that Miss S could've used the travel insurance too as she's told us that she travelled. So although I accept that Miss S hasn't successfully claimed on the insurance policies while she held the Additions Plus account, I think that she could've claimed on what the account included, at the time of the upgrade, if she needed to.

In terms of the breakdown cover, I know that Miss S has strongly disputed Barclays' suggestion that she used it. And I've seen what she's said about never owning a car with the make, model and registration number provided by Barclays. I've looked at the information

provided. And it does appear to relate to a callout in Miss S' local area. I accept that Miss S didn't own the vehicle called out to (she is in a better position than Barclays to tell me about any cars she has owned), but it's possible that she may have been a passenger in someone else's vehicle, as she was covered by this too. The truth is I don't know why Barclays has the make, model and registration number it has recorded. But I want to reassure Miss S that this doesn't make a difference anyway and it isn't the reason her complaint hasn't been upheld.

I say this because the transactions on Miss S's statements appear to show payments for car insurance. So I think that Miss S could've used the breakdown cover. But even if she didn't have a need for it, the benefits on packaged accounts aren't tailored to individuals. They come as overall packages and, at the time Miss S upgraded, it wasn't possible for Barclays consumers to pick and choose the benefits they most wanted and were most likely to use. This means that Miss S couldn't have had the preferential overdraft terms and travel insurance which I think she at the time wanted, with Barclays, without also having the breakdown cover too. So even if Miss S didn't use the breakdown cover or perhaps, at the time, didn't even want or need it, I don't think that the overall package that the Additions Plus account included was mis-sold to her. This is because I think that she wanted and had a need for the other benefits included on the package.

Miss S has also told us that she didn't have any of these products before she upgraded to the Additions Plus account. I accept that she's told us that she later went on to buy some of these insurance products separately. I don't know why she went on to do this. It could be because she may not have remembered exactly what the Additions Plus package included. But as I think it's likely that she was told what the package included in the first place and she's told us that she didn't have the cover at the time of the upgrade, I can't say that Barclays did anything wrong here.

I now turn to the Tech Pack. It's my understanding that the main benefits on the Tech Pack were gadget insurance and mobile phone insurance. The information I've seen appears to suggest that Miss S registered a number of handsets over the years. And these appear to be products that were of the make that Miss S has said she normally buys. Some of these were even registered in the period between mobile phone insurance being added to the Additions Plus package and her downgrading this account. So I think it's fair to say that she had a need for this cover and that she wasn't disinterested in it. As the Tech Pack included benefits that Miss S could've used and I've found that she most likely chose to take it out, I can't say that it was mis-sold to her even though she didn't make a successful claim.

I've also thought about what Miss S has said about having a mobile phone declined while she had the Additions Plus account. I've looked at the information provided. And it does appear to be the case that she had a claim declined for a handset with the make and model that she normally uses – not the one that our adjudicator mentioned. It looks like there was an initial claim for accidental damage declined because Miss S' phone hadn't been registered. The information Barclays has provided from the insurer suggests that Miss S may then have sent in a headset to be repaired. But that this got lost in the post.

In truth, I don't know what happened during the course of the claim. Miss S has said that she wasn't told about the need to register a handset for the insurance when she took the account out. But as mobile phone insurance wasn't included on the Additions Plus package when Miss S first took it (it was added a couple of years later), the salesperson couldn't have told her what she'd need to do to use the policy. I don't know how clearly the need to register for the policy was explained to Miss S in the information she received when it was added to the

package. But as Miss S later went on to buy the Tech Pack after her claim had been declined and she'd been told about the need to register, I think it's fair to say that she would've still kept the policy even if she had been provided with clearer information in the first place. I'd also point out that the decision to decline Miss S' claims was down to the insurer. And this isn't something that Barclays has any control over. So if Miss S is unhappy with the way that her claim was dealt with, this is something that she'll have to take up with the insurer.

As Miss S hasn't made successful claims on the insurance policies and she might've read and heard general media stories on complaints about packaged accounts being upheld, I can fully understand why she believes that her packages were mis-sold. I don't doubt that Miss S has provided her honest recollections of what was discussed at the time. So I'd like to reassure Miss S that my reason for not upholding her complaint isn't because I think she's lying to us. Ultimately my decision on this case comes down to making a judgment call on events that, for the most part, took place over a decade ago. While this can sometimes be difficult as memories inevitably fade over time, in this case, I think it's likely that Miss S chose to take the packages. And I think that she could've used them too. So I don't think that Barclays mis-sold them to her. Although I appreciate that this will be very disappointing for her, I hope that Miss S will at least feel that her concerns have been listened to.

my final decision

For the reasons I've explained, I don't uphold Miss S' complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss S to accept or reject my decision before 3 December 2015.

Jeshen Narayanan
ombudsman