

complaint

Mr N has complained that Barclays Bank Plc (“Barclays”) mis-sold an Additions Active packaged bank account to him in 2012.

Mr N has used a claims management company (CMC) to bring this complaint to us.

background

One of our adjudicators has looked into Mr N’s complaint already and she didn’t think that Barclays mis-sold the packaged account to him. The CMC 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. And I’ve used this approach to help me decide what to do about Mr N’s complaint.

When the CMC disagreed with our adjudicator and asked for an ombudsman to look into the complaint, it gave its main reasons as Mr N wasn’t given a choice, wasn’t told about the fee and wasn’t told that he’d need a receipt to be able to register for the gadget cover. I’ve thought about these points and everything else I’ve been provided with carefully. But I don’t think that our adjudicator was wrong because:

- It looks like Mr N’s account was opened as a fee paying Additions Active one. So I’m not persuaded by the CMC’s argument that Mr N was pressured into taking the account because he feared losing the one he already had with Barclays. I don’t know what was discussed during the branch meeting. But it’s common knowledge that fee free accounts are widely available in the United Kingdom. And Mr N’s told us that he’s had one before. So I think he’s likely to have known that he could’ve had one with Barclays if that’s what he wanted. I’ve also thought about what the CMC has said about Mr N not being told about the account fee. But it looks like Mr N knew that the account came with benefits that weren’t normally included on fee free ones. This and the fact that the fee clearly appeared on Mr N’s statements lead me to think that it’s more likely Mr N was told about the fee but no longer recalls this. So having thought about everything I’ve seen and taken it all together, I think it’s most likely that Barclays did give Mr N a fair choice on taking the account. And I think it’s likely that he agreed to it, knowing about the fee, as he thought the benefits it included might prove useful to him.
- Mr N says the account was recommended. Barclays says it wasn’t as the sale took place in branch. From what I’ve seen, I don’t think that Barclays assessed Mr N’s demands and needs or made a tailored recommendation of the account based on his individual circumstances. So I don’t think that account was recommended to Mr N. And it was up to Mr N to decide whether the package was right for him taking into account what it included and anything else he may have had at the time. But Barclays did have to give him clear enough information to do this. I do think it’s likely that Mr N was told about the main benefits – after all Barclays was trying to get him to pay for an account when he in all likelihood knew he didn’t have to and telling him what he’d get for the fee was probably the best way to do this. But it’s possible that

the information didn't explain everything about all of the significant features and exclusions on all of the benefits.

- Mr N used some of the benefits. He registered a handset for the mobile phone insurance and this suggests that he was interested in this cover. I've thought about what the CMC's said about Barclays taking Mr N's phone and doing this automatically. But the registration took place a couple of weeks after the opening of the account. So I think that the CMC's version of events is unlikely. It looks like Mr N's used the breakdown cover on more than one occasion as well. And having looked at Mr N's circumstances, I've seen no obvious reason why he couldn't have used the other main insurance benefits too. I've seen what the CMC has said about Mr N not being told about the possible need to keep a receipt when registering a gadget. And it looks to have got into a dispute with our adjudicator about this. In truth I don't think that this matters here anyway. While I don't know if Mr N was told about the possible need to keep a receipt in order to register a gadget, it looks like Mr N kept the account after he told us he found about this. So I think he would've still taken the account even if he had been told about this at the time.
- Mr N may now, with the benefit of hindsight, think that he shouldn't have taken this account. And given what he might've read or heard about packaged accounts in general, I can understand why this might now lead him to believe that his account was mis-sold. But I think it's likely that Mr N chose this account after having been provided with an explanation on what it included. So although Mr N and the CMC may now think the account hasn't proved to be value for money this doesn't mean that it was mis-sold to him.

I want to reassure Mr N that I've looked at all the information provided about his complaint. And having done so, I don't think Barclays mis-sold the packaged account to him. So I don't think it owes him any money.

my final decision

For the reasons I've explained, I don't uphold Mr N's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr N to accept or reject my decision before 4 December 2015.

Jeshen Narayanan
ombudsman