

## **complaint**

Mr and Mrs W have complained that Barclays Bank Plc ("Barclays") mis-sold them an Additions Plus packaged bank account in 2007.

Mr and Mrs W have used a Claims Management Company ("CMC") to bring their complaint.

## **background**

Mr and Mrs W also complained about the sale of an Additions account that took place, while the account was in Mr W's sole name, in 2006. But Barclays accepted that it mis-sold that account and refunded all the fees paid, plus interest, in order to put things right. As this is what I would've asked Barclays to do if I were to have decided that the account was mis-sold there is no need for me to look into this sale. So this decision is only looking at the sale of Mr and Mrs W's Additions Plus account, which took place in 2007.

One of our adjudicators has looked into Mr and Mrs W's complaint already. And she didn't think Barclays had mis-sold the Additions Plus account to Mr and Mrs W. 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 Mr and Mrs W's complaint.

I've carefully thought about everything I've seen on this complaint. But having done so, I don't think Mr and Mrs W's complaint should be upheld. I'd like to explain why.

I've started by thinking about whether Mr and Mrs W were given a clear choice in taking the packaged 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 Mr and Mrs W and Barclays have been able to provide me with.

The CMC initially said that Mr and Mrs W weren't presented with any other alternative to the Additions Plus account. But when our adjudicator pointed out that Mr and Mrs W already had an alternative to the Additions Plus account, the CMC then came back saying that the account was automatically upgraded when Mr W asked for Mrs W to be added to the account. Since then our adjudicator sent the CMC a copy of an application form, signed by both Mr and Mrs W, authorising the upgrade to the Additions Plus account.

Rather disappointingly, the CMC simply returned a copy of our adjudicator's letter and asked for an ombudsman's decision without providing explanation on what it was about the assessment it disagreed with. As the CMC hasn't provided anything further and our adjudicator clearly and succinctly explained why the available evidence didn't support the various versions of events put forward by the CMC, there isn't really anything more that I can add to what's already been said.

Overall and having thought about everything, the information available from the time of the sale shows that Mr and Mrs W agreed to their account being upgraded. And I think it's most likely that they agreed to the upgrade to the Additions Plus account after they were provided with a choice because, at the time, they thought the benefits it included might prove useful to have.

As I've found that Mr and Mrs W most likely chose to take the Additions Plus account, the crucial question I now need to think about is whether they could've used the benefits – not whether they've proved value for money over the years Mr and Mrs W had them. I should start by saying I think it's likely that Mr and Mrs W would've been told about most, if not all, of the benefits on the account in order to make it appear as attractive as possible. After all Barclays was trying to persuade them to have it when they most likely knew they didn't have to. And the best way to do this would've been by telling them about what they'd get for the monthly fee.

At the time Mr and Mrs W upgraded to the Additions Plus account the main benefit it included that set it apart from the cheaper accounts in Barclays' range (including the Additions one they already had) was travel insurance. Mr and Mrs W have told us that they travelled. As Mr and Mrs W appear to have been within the age limit for the policy, were United Kingdom residents and were registered with a doctor, I've seen no obvious reason why they couldn't have made a claim on the policy if they needed to.

I've also think that Mr and Mrs W did use and were eligible for and could've used some of the other benefits on the account too. Amongst other things the Additions Plus account also included mobile phone insurance, breakdown cover and preferential overdraft terms. Mr and Mrs W registered a number of handsets for the mobile phone insurance and it looks like they drove and had a car too. So I think that they could've found the cover useful and their actions suggest they were relying on it. Mr and Mrs W also had an overdraft, which it looks like they used. So they also would've paid less interest when they used it as a result of having the Additions Plus account.

I've seen what that CMC have said about Mr and Mrs W already having and keeping all of the insurance included on the account. I don't know if they did as I haven't seen anything to support this – indeed their registration of a number of handsets for the mobile phone insurance appears to directly contradict this. But, in any event, as the account wasn't recommended and I think it's likely that Mr and Mrs W were told what it included, I can't hold Barclays responsible if they chose to buy cover elsewhere instead of relying on the benefits included in the package.

Mr and Mrs W may now, with the benefit of hindsight, believe that they haven't benefitted from the account as much they had hoped and expected to when they initially took it out. And given what they might've read and heard about packaged accounts in general, what their CMC is likely to have told them and Barclays has upheld their complaint about their Additions account, I can to some extent understand why Mr and Mrs W believe that their Additions Plus account was also 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 of the upgrade and I can't use hindsight when reaching my conclusion. I think it's likely that Mr and Mrs W chose to upgrade having been told what the account came with. So although Mr and Mrs W may now think it hasn't proved to be value for money, I don't think Barclays did anything significantly wrong here.

I want to reassure Mr and Mrs W that I've looked at all the information provided about their complaint. And I've thought about everything they've said. But having done so, and while I appreciate that this will be very disappointing for them, I don't think that Barclays mis-sold the Additions Plus account to them. So I don't think it owes Mr and Mrs W any more money.

**my final decision**

For the reasons I've explained, I don't uphold Mr and Mrs W's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs W to accept or reject my decision before 26 August 2016.

Jeshen Narayanan  
**ombudsman**