complaint

Mr and Mrs C have complained that they were mis-sold an Additions Plus packaged bank account by Barclays Bank Plc ("Barclays") in 2008.

background

One of our adjudicators has already looked at Mr and Mrs C's complaint and she didn't think that it should be upheld. Mr and Mrs C disagreed with this and now the case has been passed to me to 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 and Mrs C's complaint.

Having carefully thought about everything I've been provided with, I've decided not to uphold Mr and Mrs C's complaint. I'd like to explain why.

Having looked at all of the information provided it now looks to be the case that neither party appears to be suggesting Mr and Mrs C weren't given a choice in taking the account. It looks like Mr and Mrs C both had separate free accounts with Barclays which they were able to use an overdraft on. So I think that Mr and Mrs C chose to upgrade to the Additions Plus account after Barclays recommended it to them. Mr and Mrs C's main reason for complaining is because they believe the account was unfairly recommended to them.

As Barclays recommended this account to Mr and Mrs C this meant it had to make a fair recommendation by taking adequate steps to ensure it was a reasonable fit for Mr and Mrs C's circumstances. I should start by saying that I do think it's likely Mr and Mrs C 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 upgrade when they most likely knew they didn't have to. And the best way to have done this would've been by telling them about what they'd get for the monthly fee.

I now turn to the advisor's recommendation. Having thought about Mr and Mrs C's wider circumstances and their actions since upgrading, I don't think that Barclays' recommendation of the Additions Plus account to Mr and Mrs C was unfair or inappropriate. I say this because I think that Mr and Mrs C appear to have had a want and a need for some of the main benefits on this account.

At the time of the upgrade, the main insurance benefit that set this account apart from the cheaper accounts in Barclays' range, was travel insurance. Having looked at their circumstances at the time – they were under the age limit, United Kingdom residents and 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 seen that Mr C had an existing condition. But given what I've been told the condition was, I think it would've been covered if they'd called the insurer. So having carefully thought about this and the particular circumstances of this case, I don't think that Mr C's condition, on its own, made Barclays' recommendation unfair and I think that Mr and Mrs C would've still taken out the account even if they had been told everything they needed to know about the travel insurance. And as Mr and Mrs C have told us that they travelled, I think they could've found the cover useful too.

It also looks like Mr and Mrs C drove. So I think that they could've found the breakdown cover included on the package useful too. And it looks like they've ended up using the cover provided on the account on more than one occasion. It also looks like Mr and Mrs C registered handsets for the mobile phone insurance included too. So while I've also thought about what they've said about having breakdown cover and mobile phone insurance already, it looks like they relied on the cover included on the account. The account also provided preferential overdraft terms. And as Mr and Mrs C did on occasion use their overdraft, I think they were able to benefit from the preferential terms too.

As the Additions Plus account was, at the time, the cheapest in Barclays' range that offered the benefits Mr and Mrs C look to have most wanted and needed, I think it was an appropriate fit for their circumstances. So, having thought about Mr and Mrs C's particular circumstances, I don't think that Barclays' recommendation of the Additions Plus account was unfair or inappropriate.

Mr and Mrs C may now, with the benefit of hindsight, believe that they haven't benefitted from the account as much as they had hoped and expected to at the time they initially upgraded. And given what they might've read and heard about packaged accounts in general, and it looks like they've had complaints about the sale of other financial products sold to them by Barclays upheld, I can fully understand why this might lead them to believe this account was mis-sold. But I think that Mr and Mrs C chose to take the Additions Plus account after having been provided with a fair recommendation. They were able to use some of the benefits and there were others there that I think they could've used too. So while Mr and Mrs C may now think that the account hasn't proved value for money, this doesn't, on its own, mean that it was mis-sold.

I want to reassure Mr and Mrs C 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 packaged account to them. So I don't think it owes Mr and Mrs C any money.

I've also seen that Mrs C appears to be unhappy at the charges she's had to pay for using the overdraft on her sole account over the years. But if this is something that she wants to take further, she'll have to speak to Barclays about it first.

my final decision

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

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

Jeshen Narayanan
ombudsman