

## The complaint

Mr W has complained that Barclays Bank UK PLC mis-sold him a packaged bank account.

Mr W's daughter has represented him throughout this complaint but, for ease, I will refer to all representations as having come direct from Mr W.

## What happened

The circumstances that led to this complaint are well known to both parties, so I won't repeat them in detail here. But, in summary:

- Mr W has held a packaged bank account with Barclays for many years. It was initially a Premier Life account but Barclays changed its eligibility criteria for Premier Banking in 2015. As a result, in November 2015, his account was changed to a standard Barclays account but the bank automatically added a number of Feature Store Packs – the Travel Plus Pack, the Tech Pack and the Home Pack. This ensured Mr W continued to have access to most of the benefits that had been available as part of the Premier Life account. In April 2018 Mr W downgraded the Travel Plus Pack to the Travel Pack. In November 2021 Barclays completely withdrew from sale the Home Pack. And Mr W cancelled the Travel and Tech Packs in July 2022.
- Mr W thinks Barclays should refund all the account fees he's been charged over the years (with interest) because he didn't realise until recently that he had a packaged bank account and the bank didn't check if the account was suitable for him.
- Barclays said that, other than the 2018 Travel Pack sale, most of Mr W's complaint had been brought too late and it didn't consent to us looking at it. It also said Mr W made his own choice – without receiving any advice – to downgrade to the Travel Pack in April 2018. Mr W disagreed and referred a complaint to this service.
- Our Investigator agreed that most of Mr W's complaint was brought too late. She said we could look at the April 2018 Travel Pack sale but she wanted to resolve the jurisdiction issue first. Mr W was unhappy with the Investigator's answer, so the complaint has come to me.

I issued a provisional decision last month and I've reproduced my provisional findings below.

### My jurisdiction to investigate Mr W's complaint

*As our Investigator has explained, the rules set by the regulator, the Financial Conduct Authority (FCA) say that, where a business doesn't consent, I can't consider a complaint which is referred to me more than six years after the date the event complained about occurred. Or, if later, more than three years after the date on which the consumer became aware, or ought reasonably to have become aware, they had cause for complaint. That is unless the consumer has referred a complaint to the bank or to this service within that period and has a written acknowledgement or some other record of the complaint having been*

received. And/or unless the failure to comply with the time limits was a result of exceptional circumstances.

With the above in mind, Mr W has complained in particular about the Feature Store Packs that he's held since November 2015. But, as I've set out above, it seems he's held a packaged bank account for far longer than that. The bank's records are incomplete in this respect so I can't tell exactly when he took out the Premier Life account or if he held a fee-free account prior to that happened. But I suspect he did have a free account at one point, given that he's said he's banked with Barclays for 55 years and packaged accounts weren't generally available from banks until the late-1990s/early-2000s.

In any event, I don't think I need to know exactly when Mr W first switched to a packaged account in order to decide if his complaint about that has been brought in time.

As I've set out above, Barclays made changes to Mr W's packaged account in November 2015 and it wrote to him about this in February and August that same year. Barclays' records show it received Mr W's complaint in January 2023. Mr W has suggested he tried to complain by phone and in writing two years prior to this. But the bank has no record of such contact and Mr W hasn't provided any evidence of that earlier contact in response to our request. So more than six years passed between the event complained about – the 2015 (and/or earlier) mis-sale of a packaged bank account – and the date Mr W actually complained.

But Mr W may still have complained in time if he did so within three years from when he knew, or reasonably ought to have known, that she had cause to complain.

With this in mind, Mr W says he didn't realise he had a packaged account and was paying a monthly fee in order to be entitled to certain benefits. He also says he had no need of those benefits. But the bank has written to him many times over the years about his account. This includes letters sent in February and August 2015 about the account changes that took place in November 2015 as well as various letters after that about price and benefit changes and annual eligibility statements (the earliest one the bank has supplied being February 2016).

The February and August 2015 letters explained about the forthcoming change to the Premier Life eligibility criteria, that Mr W would be moved to a standard account and the bank would automatically add the Feature Store Packs. The August letter also encouraged Mr W to review the new Packs, the benefits they afforded and the price he'd be charged in order to check if they were still suitable. It also invited him to get in touch if he didn't want any of the Packs or if he didn't want the account anymore.

If any of the information contained within those letters didn't accord with what Mr W already knew about the account then he ought reasonably to have realised he had cause for complaint at that point.

Three years from August 2015 takes us to August 2018. So, in this particular case, the three-year rule doesn't extend the time that Mr W had to complain. He had until 2021 under the six-year rule, but there's no supporting evidence to show that he complained until 2023.

In all the circumstances, I don't think Mr W raised his complaint in time, as provided for in the rules under which we operate.

As noted above, in exceptional circumstances, I have the discretion to look into a complaint, even when the permitted time periods have elapsed. Mr W has commented about his wife's disability and caring responsibilities. But I can't agree that those matters prevented Mr W

from complaining about his own account. So I can't conclude that exceptional circumstances apply in this case.

*This means that our service is unable to consider Mr W's complaint about the sale of his packaged bank account (with the exclusion of the Travel Pack sold in April 2018).*

### The Travel Pack sold in 2018

*The change Mr W made to his Travel Pack in April 2018 occurred less than six years before he raised his complaint. Barclays hasn't objected to us considering the complaint, so I'm satisfied I can consider the merits of this part of Mr W's complaint. I appreciate the investigator didn't comment about this element of the complaint, but I'm satisfied I have sufficient evidence to enable me to do so now.*

*Mr W doesn't seem to remember making this change – as I've noted above, he's said throughout that he had no idea he was paying for a packaged account. But Barclays has provided a copy of a Customer Declaration and Checklist which the bank says would have been completed in branch and which Mr W signed and dated on 28 April 2018. This form confirms, amongst other things that:*

- *Mr W has taken the Travel Pack.*
- *Barclays didn't give Mr W any advice about whether the Travel Pack was suitable for him.*
- *Mr W understood a monthly fee would be charged for the Tech Pack and he'd been given information about the Pack features, including ones he might not be eligible for.*

*In the circumstances it currently seems to me that Mr W took an active decision to switch from the Travel Plus Pack to the Travel Pack. The bank didn't advise him to make that change so it wasn't required to assess whether the Pack was suitable for Mr W's needs. And I think it's more likely than not Mr W was provided with sufficient information in order to make an informed decision about making this change.*

*With all of the above in mind, I can't fairly instruct the bank to refund any of the fees Mr W has been charged over the years for his packaged account.*

Barclays confirmed it had nothing further to add in response to my provisional decision. Mr W did not reply.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so and as neither party has provided any further comments or evidence for me to consider, I see no reason to depart from the findings set out in my provisional decision and reproduced above.

### **My final decision**

For the reasons set out above, my decision is that part of this complaint has been brought too late and does not fall within our jurisdiction to investigate. And I don't uphold the other part of the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 1 April 2024.

Ruth Hersey  
**Ombudsman**