

The complaint

Mr and Mrs W say Barclays Bank UK PLC (“Barclays”) mis-sold them Additions and Additions Plus packaged bank accounts and mis-sold them Feature Store packs.

Mr and Mrs W say they don’t remember agreeing to ever having their account changed and they say they weren’t told there were alternative accounts they could have.

Account history

- Opened as a fee-free account in January 1984.
- Upgraded to a fee-paying Additions packaged account in August 2003.
- Upgraded to a fee-paying Additions Plus packaged account in November 2005.
- Migrated* to a fee-free account with a fee-paying Tech and Travel pack in January 2017.
- Fee-paying Tech and Travel Packs removed in December 2017.

What happened

One of our investigators assessed the complaint and they were unable to conclude that the packaged accounts had been mis-sold.

Mr and Mrs W disagreed so the complaint was referred for an ombudsman’s decision.

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.

We’ve explained our approach to complaints about packaged bank accounts on our website and I’ve used that to help me decide this complaint.

I think it may also help to explain that where matters are in dispute and evidence is lacking, as is the case here, I have to decide what I think most likely happened, based on everything that is available. And having considered everything, I’ve not seen enough evidence to say that the packaged accounts were likely to have been mis-sold. I will explain why.

Mr and Mrs W say they don’t remember agreeing to upgrade their accounts. From this, I understand that Mr and Mrs W are therefore saying that Barclays upgraded their account on two separate occasions, without their consent. Whereas Barclays says that an account would only be upgraded with the consent of the account holders.

When weighing up all of the evidence, I’m not able to conclude that what Mr and Mrs W are saying happened is the most likely version of events. I say that because firstly, the upgrades happened many years ago. Recollections can fade and change over time. So, in the circumstances, I think it’s likely that Mr and Mrs W did agree to them, but they now simply can’t remember doing so.

Furthermore, over the years that Mr and Mrs W held the accounts, I think it's likely they would've been sent at least some information about the accounts and the various benefits at some point. For example, I can see in more recent years they were sent annual summary statements. So, I think if it was the case that they had not agreed to one or both of the packages being added to their account, I think it's likely that they would've questioned this with Barclays many years ago. Also, Mr and Mrs W say that when they saw the monthly fee on their account, they presumed a free account was unavailable to them. But I don't find this argument to be particularly persuasive. I say this because, I can see annual summary statements were sent to Mr and Mrs W. Included in these was a summary of the insurance benefits included with the account and how much they'd paid in monthly fees for the package. But if it was the case that they had not agreed to take out a package of insurance products, again, I think they likely would've questioned this with Barclays (even if they presumed they may have to pay a fee for an account) much sooner than 2023. The fact they didn't makes me think they were likely aware they had a package account.

When reaching this outcome, I have weighed up the likelihood that – as Mr and Mrs W allege - their account was changed without consent or their knowledge on two separate occasions, two years apart. I accept that it's *possible* that this may've happened. But at the same time, the likelihood of that happening is not, in my view, high enough for me to conclude that it was probably what happened.

I recognise that Barclays now has limited evidence available from the time of the sales. But that in itself doesn't mean that I must therefore uphold this complaint, as Mrs W has suggested. This is because I think it is understandable that Barclays may no longer have evidence from the time of the sale, given that the upgrades occurred around 21 and 19 years ago. But the absence of evidence from Barclays' records from all those years ago doesn't mean that what Mrs W has alleged to have happened (about events that she concedes she can't recall), actually did.

So when weighing up all of the (albeit very limited) evidence that is available, there is not enough evidence for me to be able to conclude that the accounts were upgraded (on two separate occasions) without Mr and Mrs W's consent. Because of this, I think it's more likely that Mr and Mrs W agreed to upgrade their account firstly to an Additions account and then to an Additions Plus account, in all likelihood, because they were interested in one or more of the benefits they provided.

Barclays says that the two accounts would likely have been sold on a non-advised basis. Whereas Mr and Mrs W have, understandably, said that they don't remember the sale of the two packaged accounts. So in the circumstances, I can only reasonably conclude that they were both likely to have been sold on a non-advised basis. This means that Barclays didn't have to check if they were right for Mr and Mrs W's circumstances. But Barclays was required to provide Mr and Mrs W with important information about the accounts so they could decide this for themselves.

Unfortunately, it's not clear what information Mr and Mrs W were provided with during the sale. Barclays have provided copies of its welcome packs from the time and so I think it's probable that Mr and Mrs W were provided with these, either during the sale or shortly after. I say this because I doubt that Mr and Mrs W would've agreed to upgrade their account twice, unless they were given at least some basic information about them.

I accept it's possible that Mr and Mrs W may not have been given all of the important information about the accounts during the sales. But having said that, I've not seen anything that makes me think that Mr and Mrs W would've been put off from agreeing to the upgrades had they been given even more information about the features and benefits. I say this particularly as they didn't downgrade their account, even though they were sent information

about the cost and benefits of the accounts at various points over the years. And although Mr and Mrs W say gone away markers were added to their account at some points, I think it's likely they would've been sent information about their packaged accounts when the markers were not present on their account.

As such, when considering everything, I'm unable to say that the packaged accounts were mis-sold.

In early 2017, I can see that Mr and Mrs W's Additions Plus account was migrated over to being a fee-free account, but with fee-paying Tech and Travel Packs added. I understand this was done as the packaged accounts were being removed from Barclays' range of accounts and it provided Feature Store Packs in their place, so as to replicate some of the benefits that had previously been provided by the packaged accounts. So the Packs were added on to accounts - although account holders were given the choice to opt out of them if they didn't need the cover anymore - to provide a continuation of the existing cover.

Mr and Mrs W have said that they didn't agree to the Packs being added to their account nor did they ask for them to be removed either. However, looking at the letters that were sent out by Barclays, I can see that Mrs W was notified on 29 September 2016 of the migration taking place. The letter explained that Mrs W could opt out of having the Packs being added if she no longer needed the cover they were intended to replace. And so I'm satisfied that Barclays provided Mrs W with the necessary information so she could make an informed decision about whether to opt out of the Tech and Travel Pack from being added to her account.

Finally, I note that Mrs W says she didn't remove the Packs from her account. But it seems unlikely that Barclays would do this without Mrs W giving consent first, essentially because there is no incentive or benefit to Barclays to do so. Nevertheless, given that Mrs W is complaining that she didn't agree to the Packs being added in the first place, I can't reasonably say that Mrs W has lost out, even if it is the case they were incorrectly removed by Barclays without her consent.

Because of these reasons, I'm unable to say that the packaged bank accounts or the Tech and Travel Packs were mis-sold.

My final decision

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 7 August 2024.

Thomas White
Ombudsman