

The complaint

Mr V says Barclays Bank UK PLC ("Barclays") mis-sold him a First Additions packaged bank account and two Tech packs. Amongst other things Mr V says that he did not agree to the account or the packs.

What happened

In 2008, Mr V took out a First Additions packaged bank account with Barclays. This was downgraded to a fee free account in 2010. In October 2013 a Tech pack was added to the account.

On 4 April 2019, the Tech pack was removed from Mr V's account but was re-added on the same day.

Mr V says that he did not agree to the First Additions account or the Tech pack in either 2013 or 2019.

Barclays raised an objection to us looking at the sale of the First Addition account and the sale of the original Tech pack in 2013 because it believed that Mr V complained too late. An ombudsman issued a decision regarding this, and he concluded that Mr V's complaint about those issues was raised too late.

In relation to the Tech pack that was added to Mr V's account in 2019 one of our adjudicators looked into this matter and she did not think that Barclays did anything wrong in relation to this matter. Mr V did not agree and therefore this complaint has been passed to me to issue a final decision.

I should highlight that this decision only relates to the addition of the Tech pack in 2019.

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 how we handle complaints about packaged bank accounts and similar products on our website. And I've used this approach to help me decide this complaint.

In this instance it seems as if the Tech pack was removed and re-added to Mr V's account on the same day that Mr V attended a branch of Barclays to take out a loan.

Barclays internal notes from the time say that Mr V attended the branch to get a loan for a laptop and other items. It went on to say that initially Mr V wanted to remove the Tech pack but it was re-added later in the discussion as it would cover the laptop that Mr V was purchasing.

Mr V says that he does not recall this conversation, but I have to be mindful that this conversation was around 5 years ago. Whereas the notes from Barclays about the conversation were made at the time. So I think it likely that the notes provide a reasonably accurate reflection of what may've been discussed at the time.

Additionally, my understanding is that two letters were issued to the address on Mr V's statements, one saying his Tech pack had been cancelled the other saying it had been added to his account.

Mr V says, he never agreed to the Tech pack in the first place and there had not been a discussion about the Tech pack during the 2019 meeting. So receiving these letters saying a Tech pack had been removed then added to his account and that he would continue to be paying a monthly fee for the Tech pack should really have made him question what had happened and I would have expected him to query this with Barclays earlier than he did.

I think it more likely that he agreed to keep the Tech pack during the meeting in 2019, though I accept that he might not recall this now. Given this I do not think that Barclays has done anything wrong in relation to this and therefore I do not uphold this complaint.

My final decision

For the reasons set out above, I'm not upholding Mr V's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 27 September 2023.

Charlie Newton
Ombudsman