

The complaint

Mr M complains that Barclays Bank UK PLC mis-sold him a Home Pack in connection with his current account.

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 M added the Home Pack to his account in October 2014 which cost £6 a month and provided various benefits. Mr M says the bank didn't take his neurodiversity into account and didn't properly explain how the benefits worked. In particular the bank didn't tell him he needed to register individual electrical items in order for them to be covered by the extended warranty, which provided cover for accidental damage. As such when he tried to make a claim for a particular item, it was declined. He wants the bank to refund all of the fees he's paid and award compensation to recognise the distress and inconvenience he's been caused.
- Barclays says it wasn't aware of Mr M's neurodiversity at the time the Home Pack was added to his account. This was done in branch but no advice was given. Mr M signed a declaration which confirmed that he was given information about the Home Pack and he's also been sent numerous mailings over the year which explain how the benefits work and asked Mr M to check the product was still suitable for his needs.
- Our investigator didn't think Barclays had done anything wrong. But Mr M disagreed, so the complaint has come to me.

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, I've reached the same conclusion as the investigator and, for much the same reasons. I won't repeat everything the investigator said but I note, in particular that:

- Mr M says he told the bank, discretely, about his neurodiversity when he was discussing the Home Pack with them in 2014. I would usually expect the bank to make a note on his record about this sort of thing and can see they did so in 2021 when he raised his complaint about the Home Pack. But there is nothing in the bank's notes from 2014 which relates to the Home Pack sale or Mr M's neurodiversity.
- Mr M signed a declaration which confirmed he understood the Home Pack had been taken out, it was optional, he would be charged a monthly fee for this and he'd been given key information which confirmed the pack features. The requirement to register appliance and/or electrical goods in order for them to be covered by the extended warranty is, I think, made clear in the policy documents which formed part of the Welcome Pack and which was likely provided. If Mr M told the bank about his

neurodiversity and this meant he needed some additional help to understand how the product worked then I would have expected the bank to comply with his request. But, if he still didn't understand following those discussions then I wouldn't expect him simply to sign the declaration. Similarly, if he had any concerns or needed additional explanations when he received the welcome pack, or any of the mailings that were sent to him over the years, then he could have requested this from the bank.

- I've seen nothing which suggests the bank advised Mr M to take out the Home Pack or that it told him he had to have it. I note Mr M also took out the Travel Pack in May 2017 but cancelled it in September 2017. So it seems likely he knew he didn't have to have any add on packs and if, at any time, Mr M decided the Home Pack no longer suited his needs then he could have cancelled it.

Overall, I'm not currently persuaded that it would be fair to instruct the bank to refund any of the fees Mr M has been charged over the years or pay him any other compensation.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 February 2024.

Ruth Hersey
Ombudsman