

The complaint

Mr and Mrs D complain that Barclays Bank UK PLC mis-sold a packaged bank account to them as they were unable to use one of the benefits included at short notice.

What happened

Mr and Mrs D pay for a Barclays Premier Banking account and associated services which entitles them to book four places in an Escape Lounge in an airport. Mr D says that on 7 August 2023 he used this service to book four places at an Escape Lounge in a UK airport for 2 September 2023, but on 1 September 2023, just after 17:00pm he received a call from the third party scheme provider to inform him that the Escape Lounge was overbooked and as a result, the four places had been cancelled less than 24 hours before he and his family were due to arrive at the airport.

Mr D says that at the same time, Mrs D went onto the Escape Lounge website, and she was able to request four places in the lounge which contradicted what he'd been told by the third party scheme provider, that the lounge was overbooked. Mr and Mrs D said that in essence, they've paid for a service provided by Barclays that has not been provided and no one is taking ownership of the service they've paid for which was the Travel Plus Pack. Mr and Mrs D believe the account was mis-sold as they weren't able to use the facilities they paid for, and this was cancelled at very short notice. Mr and Mrs D made a complaint to Barclays.

Barclays did not uphold Mr and Mrs D's complaint, but they offered them £50 compensation as a gesture of goodwill. They said the supplier was unable to action a request and left Mr and Mrs D disappointed right before their holiday, as they were denied access to the Airport Lounge in which Mr and Mrs D believed they had paid for this. They said the point Mr and Mrs D raised about being lied to/mis-sold the product such as the Travel Plus Pack they held, that they had been unable to locate any service failings or mistakes made around what has been communicated. Mr and Mrs D brought their complaint to our service.

Our investigator said that Barclays were responsible for the sale of the Travel Plus Pack, but she wouldn't expect them to have any involvement in the day-to-day service. She said this benefit is operated by the third party who have their own complaints process, and so it's fair to expect any issue relating to the Travel Plus Pack to be handled and resolved by them, and not Barclays. She said the service issues with the third party doesn't mean Barclays have made an error in their sale. She said there's no evidence to suggest the Travel Plus Pack was mis-sold.

Mr and Mrs D asked for an ombudsman to review their complaint. They made a number of points. In summary, they said they were advised by the third party scheme provider that the Escape Lounge was cancelled at the airport, and at no point has any party involved investigated why the booking was suddenly cancelled due to alleged overbooking. They said Barclays can and should be held responsible for ensuring the third party they employ/sub-contract are competent to run the day to day service and have a robust complaints process for when they fail to meet their/Barclay's customer's needs.

Mr and Mrs D say that they complained to Barclays on 1 September 2023, but they've never

had a response to the complaint from them. They say no party involved has confirmed what happened was an error or even owned up to what happened. Mr D forwarded our service a number of items of communication he's sent to the various parties involved.

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.

Firstly, I'm aware that I've only summarised Mr and Mrs D's complaint points. And I'm not going to respond to every single point made by them. No discourtesy is intended by this. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair outcome.

I must make Mr and Mrs D aware that while they've mentioned a number of third party businesses as part of their complaint, I'm only able to look into the actions of Barclays as part of this complaint. Mr and Mrs D may wish to progress complaints directly with the third parties which aren't mentioned in this decision but were involved in what happened.

I've considered what Mr and Mrs D have said about them not receiving a response to the complaint from Barclays. But I can see that Mr D was sent a final response letter dated 6 September 2023 from Barclays. It does appear that Mr D also received this correspondence as he forwarded the letter to our service on 17 September 2023. If Mr D has misplaced this, then our investigator can forward him a copy of this if he asks her.

I've considered what Mr and Mrs D has said about the account/the Travel Plus Pack being mis-sold to them. I can see that Barclays wrote to Mr D on 3 August 2015 informing him about the changes on the account, and that these would take effect on 6 November 2015. The letter sets out the cost is increasing and sets out what is included in the Travel Plus Pack (and the Tech Pack which Mr and Mrs D also has, and the Home Pack).

The letter also says *"If you decide you'd like a different combination of Features Store Packs, we're here to discuss your options, or alternatively. If you don't want these changes to apply, you're free to close your account"*. So Mr D was under no obligation to continue with the changes to the account and he had over three months before the changes came into effect to opt out/change his mind/close the account. It does appear no advice was given on the letter to what Mr D should do, and the letter said *"This means that you have the flexibility to decide which benefits suit your personal circumstances"*.

I can see that Mr and Mrs D have been sent numerous communications about the account over the years which include (but aren't limited to) eligibility statements, a notice of variation about the Tech Pack, changes to the Travel Plus Pack, (which included price increases where Mrs and Mr D were given the option to remove the Pack from the account before the changes took effect), Coronavirus and worldwide travel insurance – and what to do if they didn't want to keep the Pack, and adding Concierge service to the Travel Plus Pack. So I'm unable to conclude that Mr and Mrs D had been mis-sold the account/the Packs on the account.

I can empathise with the position that Mr and Mrs D found themselves in regarding the airport lounge. As this was cancelled with less than 24 hours' notice due to alleged overbooking, this would have been very frustrating for Mr and Mrs D and their guests. And the fact that it didn't appear to be actually overbooked due to Mrs D discovering she could request four places in the lounge would be distressing to Mr and Mrs D, and it could make them feel that they've been lied to.

But I need to consider what role Barclays played in the cancellation at short notice. And whether it is proportionate to hold them responsible for the actions of a third party. In making my decision, I've looked at the terms and conditions of the Travel Plus Pack on their website, as this is what would have formed the agreement between Mr and Mrs D and Barclays. I've looked at the *"Airport lounge access"* of the terms.

Section 2.1 of these terms include the wording *"Barclays is not responsible for the operation and running of the Scheme, the participating airport lounges, restaurants, spas or nail bars or any of the connected services, vouchers or offers"*.

In addition to this, section 2.9 of the terms show that *"Barclays are not liable to You or any third party for any losses of any nature incurred by You/them in relation to the standard, quality or provision of service or products by the Third-Party Organisations or their employees or agents; Your own acts or omissions or the acts of other users of the Airport Services"*.

So I'm unable to hold Barclays responsible for what happened to Mr and Mrs D. While the Airport lounge was a feature of the Tech Plus Pack, I'm not persuaded that Barclays were responsible for what happened here. And I'm unable to ask Barclays to compensate Mr and Mrs D due to the other parties involved not investigating or taking ownership for what happened to Mr and Mrs D.

Barclays has offered £50 as a gesture of goodwill to Mr and Mrs D for what happened here. And they have provided feedback to the third party. I'm persuaded that this is fair and reasonable. So it follows I'll be asking Barclays to pay Mr and Mrs D the goodwill gesture that they offered them.

My final decision

Barclays Bank UK PLC has already made an offer to pay £50 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Barclays Bank UK PLC should pay Mr and Mrs D £50. But I won't be requiring them to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 30 May 2024.

Gregory Sloanes
Ombudsman