

The complaint

Mrs C has complained that Barclays Bank UK PLC (“Barclays”) did not remove the Tech and Travel Packs from her account when she told Barclays that she was moving abroad and asked for all automated payments on her account to be cancelled.

What happened

Barclays did not uphold Mrs C’s complaint.

One of our investigators assessed the complaint, and they didn’t think that Barclays had acted unfairly or unreasonably, and so didn’t uphold the complaint either.

Mrs C disagreed with the investigator’s assessment, so the matter was referred for an ombudsman’s decision.

I issued a provisional decision on 16 October 2023, in which I explained why I was minded to uphold the complaint. I have included an extract of my provisional decision below, and it forms a part of this complaint.

“What I’ve provisionally 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 accounts on our website, and I’ve used that to help me decide this complaint. And having considered everything, I’m currently minded to uphold this complaint. I will explain why.

Mrs C says that she went to a Barclays branch on 5 July 2020 and explained that she was due to move abroad and so wanted to cancel all the regular payments coming out of her account.

Unfortunately, Barclays now only has very limited information available from the time. For example, there are no notes available from Barclays to indicate what may’ve been said.

However, where evidence is incomplete and matters are in dispute, as they are here, I need to decide what I think most likely happened, based on everything that is available.

Barclays has been able to provide bank statements from 2020. And these show that there were regular transactions in the UK on the account up until late July 2020. But then from August 2020 there were only a few transactions – these largely comprised of the monthly automated Travel and Tech Pack fees and a few transactions in foreign currencies.

Given the evidence that is available, I'm persuaded by Mrs C's explanation of events and that what she says is likely to be an accurate reflection of what happened. In the circumstances, I think it's likely that she did ask Barclays to ensure that all regular payments coming from her account had stopped. For example, I can see that there was a Direct Debit set up to pay a telecoms provider, and the last payment that was taken from the account was on 28 July 2020 – which marries up with Mrs C's desire to ensure that all regular outgoing payments were stopped, before she moved abroad. I also think it is plausible in the circumstances that Mrs C did not want the remaining funds in her account to be depleted by regular payments whilst she was abroad.

Barclays has said that the payments for the Packs are account fees, and are not Direct Debits. And I can't rule out the possibility (having listened to the first telephone conversation Mrs C had with our service) that when Mrs C spoke to Barclays, she may've asked that all Direct Debits be cancelled on her account, rather than all automated payments. But even if that were the case, I think it's likely that Mrs C would've told Barclays why she wanted them to be cancelled i.e. because she was moving abroad. I also think it's understandable if Mrs C didn't realise that the account fees were not actually paid by Direct Debit.

Nevertheless, when Mrs C asked Barclays to check that all regular payments on her account were cancelled, I think Barclays should've also asked if she wanted to continue paying the Tech and Travel Pack fees, or whether she wanted to cancel them as well.

Had Barclays pointed out that the monthly fee for those packs would in fact continue (even if all Direct Debits had been cancelled), I think it's likely that Mrs C would've asked that they be cancelled too. I say this as I've not seen anything to suggest that Mrs C wanted to retain the cover they provided. Indeed, it seems unlikely that Mrs C would've still wanted such products in place when living in another country. And as Mrs C was moving abroad, it doesn't look like she would've been eligible to claim on them anyway – although I appreciate that the insurer may not have been aware of this, as Mrs C chose to keep a UK address recorded on her account, rather than her new address abroad.

Barclays has said that it continued to write to Mrs C about the Tech and Travel Packs. But Mrs C has said that she had a friend in the UK to receive her mail, but her friend didn't open her post. Of course, I can't say that Barclays is at fault for Mrs C not changing her address or not arranging for someone she trusted to open her mail for her at her UK address. But I still think it's the case that Barclays could've done more when Mrs C likely asked for the regular payments to stop on her account. And had it checked if she wanted the monthly Pack fees to also be cancelled, I think she would have confirmed that she wanted them to be cancelled as well.

Putting matters right

To put things right, I'm currently minded to tell Barclays to:

- *Refund the Tech and Travel Pack fees Mrs C was charged from August 2020 until when they were eventually removed from the account; and*
- *Pay 8% simple annual interest on the above amounts, calculated from the date of each fee to the date of settlement, less any deductible tax."*

Mrs C responded to the provisional decision and said that she accepts the provisional decision. Barclays also responded and said that it agrees with the recommendations to refund the Pack fees from August 2020 to July 2023, which it calculates as £952, plus the 8% simple annual interest, less tax.

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 reviewed everything, and as both parties agreed with my provisional decision, I see no reason to reach a different outcome to the one I reached in my provisional decision.

As such, in summary, I think that Mrs C had asked that all regular payments were cancelled due to her moving abroad and I think that Barclays should've checked whether Mrs C wanted to cancel her Pack. Had it done so, I think that Mrs C would've confirmed that she wanted that to be cancelled too.

Putting things right

To put things right, Barclays needs to:

- Refund the Tech and Travel Pack fees Mrs C was charged from August 2020 until when they were eventually removed from the account; and
- Pay 8% simple annual interest on the above amounts, calculated from the date of each fee to the date of settlement, less any deductible tax.

My final decision

Because of the reasons given above and in my provisional decision, I uphold this complaint and require Barclays Bank UK PLC to do what I have outlined above, to resolve this complaint in full and final settlement of the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 24 November 2023.

Thomas White
Ombudsman