

The complaint

Mr M complains that Barclays Bank UK PLC ('Barclays') mis-sold mobile phone insurance to him.

What happened

The details of this complaint are well known to both parties, so I will just provide an overview of key events here.

Mr M had a current account with Barclays. Mr M said he contacted Barclays by phone in October 2021 and took out mobile phone insurance – a Tech Pack Lite policy that covered mobile phones and gadgets. Mr M said he told the Barclays' agent what he needed the insurance for, and said he was advised of a policy to cover his needs. Mr M said he had paid a £9 monthly fee since taking out the policy.

Mr M said he was on holiday in around June 2024 when his phone was, unfortunately, stolen. He made a claim on the policy but was told by the underwriter that he was not covered for loss or theft. Mr M complained to Barclays as he said he had specifically asked its agent about a policy that covered loss and theft.

Barclays responded to Mr M's complaint and said it did not know how Mr M applied for the policy – whether it was online, in branch or over the phone. But it said the policy was not provided on an advised basis, so it did not make a recommendation about its suitability.

Barclays also said a demands and needs statement was completed at the point of sale which showed that Mr M asked for insurance for two or less devices and that he did not need insurance for loss or theft. It said, additionally, the Insurance Product Information Document gave Mr M a summary of what was covered under the policy and it also sent Mr M a Welcome Pack, which it said confirmed the features of the Tech Pack Lite.

Barclays said there were no issues with Mr M's address, and it saw no reason why Mr M would not have received the post-sale documentation sent to him. It also said Mr M registered for online banking in 2007, and so any correspondence after that date was uploaded to his online account which he could have accessed at any time.

Mr M remained unhappy and so brought his complaint to our Service. He said that if Barclays would listen to the phone call from October 2021, then it would categorically prove what was sold to him, which he says was full cover for loss and theft.

Mr M said that while Barclays told him it sent letters to him saying what was included with the policy, he said he received no documentation at all by post. Mr M said he would not have taken out the cover if it didn't cover loss and theft. Mr M said the phone stolen from him was valued at £700, that he had no phone for several months and eventually had to pay £300 for a replacement phone.

Our Investigator didn't uphold Mr M's complaint as she thought the policy had not been mis-sold. Mr M disagreed with the outcome, and so this came to me for a decision.

I contacted Barclays on several occasions, initially to request information that might show whether it had done enough to fulfil its responsibilities around ensuring Mr M had access to the terms and conditions of the policy.

Very recently, Barclays provided me with additional, new information about how Mr M had applied for the policy. It had originally not been able to say whether he had applied online, in branch or over the phone. But it said it now believed the information it recently sent showed Mr M applied for the policy digitally, without the input of a Barclays' agent. It said all choices about what policy to take out were made by Mr M. It also said that while Mr M was going through the process of applying for the policy, he would have been directed to the terms of the policy and so would have known just what was covered.

I issued a provisional decision on 1 September 2025 and said I intended to come to the same conclusion as our Investigator and not uphold the complaint. But I relied on new information recently provided by Barclays to arrive at this conclusion. I gave both parties the opportunity to respond.

Mr M responded and was adamant he took the policy out by phone. He remained concerned that Barclays were unable to locate the phone call in question. He said that it's possible that the Barclays' agent who he says sold him the policy could have made a mistake and took him through the sales process by phone.

Barclays also responded and agreed with the outcome.

I am now in a position to issue a final 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.

I appreciate Mr M's patience whilst I've been reviewing his complaint.

I first of all want to address the question of how the policy was taken out.

I know that Mr M has said he phoned Barclays, spoke to one of its agents and this was the policy suggested to him. So he feels that Barclays made an error here by selling him a policy that did not suit his needs, as he said he wanted cover for both loss and theft which the Tech Pack Lite does not offer. When Barclays initially contacted this Service, it said it did not know how Mr M applied for the policy.

Since then, Barclays has provided this Service with evidence that I'm satisfied shows it was Barclays' intention that the policy should only be taken out digitally, so either online or using its banking app. The evidence in question being guidance for Barclays' agents in relation to how the Tech Pack and Tech Pack lite policies should be sold and what action agents should take if a consumer phones and enquires about this particular type of insurance. Barclays have also told this Service that these policies have never been available to purchase by phone.

I know that Mr M is adamant he phoned Barclays to purchase the policy. It is, of course, possible that he called Barclays to discuss taking out the cover. But the evidence provided shows that if he had done that, then the Barclays agent would not have been able to help and would have advised him to use the app or online banking.

When Mr M responded to my provisional decision, he raised some concerns about the possibility that a Barclays agent might not have known the policy could only be taken out digitally and so could have mistakenly sold it to him over the phone. I acknowledge that errors can certainly be made, but in this particular situation, I've got to decide what is most likely to have happened.

So while I appreciate Mr M's strength of feeling about the policy being taken out by phone, Barclays has told this Service that it searched its phone systems and cannot find a call for the day in question. Barclays also provided evidence of the search. So I'm satisfied, for all the reasons outlined above, that it's more likely than not the case that the policy was taken out digitally by Mr M.

This means the policy was taken out on a non-advised basis, and without any input from a Barclays' agent.

A non-advised sale means Barclays has to provide Mr M with enough information about the policy, including details of what is and isn't covered, so that Mr M could make an informed choice about whether to take out this particular policy. So I've considered whether Barclays did enough to provide Mr M with all of the information he needed at the point of sale to ensure he knew just what policy he was purchasing.

Barclays recently provided this Service with a lengthy screenshot of what Mr M would have seen – so the various questions he would have been asked, as well as the documents he would have been directed to read – when applying digitally for the Tech Pack Lite.

Towards the start of the application process, consumers are told that there are two types of phone and gadget cover offered, and they are invited to "*find the right cover for you with our Tech Pack or Tech Pack Lite.*" If the consumer opts to look at what the Tech Pack Lite policy offers, then they are informed of the cost (£9), that two phones or gadgets are covered and that accidental damage and breakdown cover is offered. The next step is to apply for the policy. Given that the Tech Pack Lite policy is the one that was ultimately taken out by Mr M, I'm satisfied it is the Tech Pack Lite application process that he would have been taken through, digitally, by Barclays.

During the application process for the Tech Pack Lite policy, consumers are provided with links that show "*What's covered*" and "*What's not covered*" by the policy. The link to "*What's not covered*" provides a list and, at the top of the list, it says the policy does not offer cover for loss or theft. So, at this early stage in the application process, consumers are given clear information about what the policy does and doesn't cover.

It's important to say here that I would expect consumers, like Mr M, to read all of the policy information provided to them at this stage, including clicking on any links to relevant information. The information about what is and what is not covered by the policy is clear, concise and a necessary read before decisions are made about what policy suits the individual consumer's needs.

One of the questions asked during the application process is about whether cover is needed for loss or theft. Barclays has provided evidence which shows that if this is answered "Yes" then a prominent warning message will pop up. This message lets consumers know that the Tech Pack Lite policy, which is the one being applied for, doesn't actually cover loss or theft. That it's the Tech Pack, which costs £14.50 per month which offers that level of cover. The message goes on to say that if the consumer decides to continue with the Tech Pack Lite application, then they would need to select "*No*" to the loss and theft question in order to be able to continue.

So as Mr M did continue with the application and took out the Tech Pack Lite policy, this means that he would have indicated in the application that he did not, in fact, want loss and theft cover. So I'm satisfied that at this point in the application process, Mr M had to have ticked the box saying he didn't want loss and theft cover.

Later in the application process, and before the purchase was complete, a summary of cover is provided which says "*You told us... you don't need insurance for loss and theft*".

My role here is to look at whether Barclays made any errors. Specifically, I've considered whether they provided Mr M with enough information at the point of sale that he knew precisely what policy he was taking out. And, given what I've outlined above in relation to the application process, I'm satisfied that it was Mr M who chose the cover he wanted and was provided with enough information by Barclays that he ought to have known what level of cover he was taking out and, importantly, that this did not include cover for loss and theft.

I've also considered whether Barclays did enough to point Mr M towards the full terms of the policy, as I would expect it to do when a new product is being purchased.

I can see that towards the end of the application process, consumers are told that they should read the "*important documents*" associated with the policy. They are told these include restrictions on cover, the terms and conditions and Insurance Product Information Document for the Tech Pack Lite policy. Barclays also let consumers know that these documents can be found in the Barclays app and online banking.

In addition, before the application can be finalised, consumers must tick a box to say they have "*read the restrictions on cover and accept the Tech Pack Lite terms and conditions*." A link to these documents is provided on the same page, for ease of access for the consumer. From what I can see, it's only when the relevant box is ticked that the consumer can finalise the purchase and pay for the policy.

As I said above, I would expect consumers to read all relevant documents and information brought to their attention during the application process. So Mr M will have ticked the box indicating that he read these documents before he was able to purchase the policy. Having read these documents, I think they stated clearly and prominently that loss and theft was not covered under this particular policy.

So, overall, I think Barclays has done enough at the application stage to provide Mr M with the information necessary for him to make an informed decision about whether the Tech Pack Lite policy suited his needs and that it did not provide cover for loss and theft. I'm satisfied that no advice was given, all relevant information during the application process was provided by Mr M, and the policy wasn't mis-sold.

Although I know my decision will disappoint Mr M, and I understand that he has suffered a loss following the theft of his mobile phone, I am satisfied he was sold the product he requested and that Barclays does not need to take any further action here.

My final decision

It is my final decision that I do not 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 14 October 2025.

Martina Ryan

Ombudsman