

The complaint

Mr H has complained that Barclays Bank UK PLC ("Barclays") mis-sold him a Tech Pack. He says that Barclays failed to make it clear that phones over a certain age are not covered.

What happened

Mr H made a claim for damage to an old iPhone under a Tech Pack that he pays for through Barclays. The insurer said it was unable to repair the phone, and due to how old the phone was, it was unable to provide a refurbished handset either. Because of this, the insurer settled the claim by offering to pay Mr H £80, which it claimed was the value of the handset. However, as this was less than the excess, this meant that Mr H wouldn't receive anything, despite his claim being accepted by the insurer.

Mr H complained to Barclays because he felt that the Tech Pack had been mis-sold.

Barclays issued its final response letter 13 June 2025 and didn't uphold Mr H's complaint.

After Mr H referred his complaint to this service one of our investigators assessed the complaint and they were unable to find that Barclays had acted unfairly or unreasonably. They therefore didn't uphold Mr H's complaint.

As Mr H didn't accept the investigator's conclusions, the matter was referred for an ombudsman's 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.

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 don't uphold this complaint. I will explain why.

Firstly, I can see that some confusion has been caused about what exactly Barclays is and isn't responsible for in this complaint. I can understand why Mr H may be unsure about this, given that Barclays, in its final response letter, said: *"if we are not able to repair or replace them we will offer a cash alternative..."*. In my view, the use of "we" in Barclays' response to the complaint gives the impression that Barclays itself is responsible for settling the mobile phone insurance claim.

To clarify, the mobile phone insurer is responsible for handling claims and applying the terms and conditions of the insurance policy correctly and fairly to claims. Whereas Barclays Bank – which is whom this complaint is against – was acting in the capacity as an insurance intermediary. This means it is responsible for providing Mr H with all of the important policy documentation during the sale of the Tech Pack, to ensure that Mr H was able to make an informed decision about whether the Tech Pack met his needs. Barclays is also responsible for collecting the monthly Pack fee and informing Mr H whenever changes are to be made to the Tech Pack as well.

Therefore, as this complaint is against Barclays, I have only considered this complaint in light of what Barclays is actually responsible for.

Turning now to the matter at hand, Mr H says that the Tech Pack was mis-sold because Barclays failed to make it clear that there is an age limit for mobile phones covered under the Tech Pack. However, having looked at the Tech Pack documents from both around the time Mr H took out the Tech Pack in 2020 and more recently, there is no age limit for mobile phone handsets to be covered. Indeed, the policy wording in effect at the time that Mr H made his claim says:

- *“Gadgets must be less than 5 years old from the date of purchase up to the date a claim is made.*
- *There is no age limitation on Mobile Phones.”*

So I can't reasonably say that the Tech Pack was mis-sold because an age limit for mobile phones was not made clear to Mr H – given that no such age limit exists. Indeed, it would seem that old mobile phones are covered, albeit subject to the terms and conditions of the policy (which include the applicable excesses).

I understand that the issue Mr H had with his claim is that the phone he claimed for could not be repaired by the insurer (or its third-party claims handler). And the insurer was unable to source a replacement phone that was the same make and model either. This resulted in the insurer making a cash offer, which was less than the £99 excess.

Whilst I can't comment on how the insurer processed Mr H's claim, I can appreciate why Mr H is unhappy. Afterall, he'd paid the Tech Pack fees for a number of years and when he went to claim on it, he discovered that the excess was more than what the insurer said the market value of the phone was.

However, I can't reasonably hold Barclays responsible if Mr H's phone ended up being valued less than the excess. Ultimately, it is up to the policy holder to decide whether an existing insurance policy is worth keeping (for example, for old devices) or not.

All I can reasonably expect Barclays to have done, is to (amongst other things) ensure that Mr H was made aware of the excess applicable to claims and to send annual eligibility statements regarding his Tech Pack. This would then enable him to decide whether keeping the Tech Pack was worth it or not. So I have considered whether Barclays did that.

To understand if Barclays had made the applicable excess clear to Mr H, we asked Barclays to provide copies of documentation it had provided to Mr H.

Barclays has provided a copy of the welcome letter it had sent to Mr H when he'd taken the Tech Pack out, on 29 September 2020. Included with that letter was an Insurance Product Information Document (“IPID”), which summarised what is and isn't covered and also included any key exclusions. Within the IPID it said:

“What are my obligations?”

- *An excess of £75 for each successful claim”*

I understand that the amount of excess applicable to successful claims was later changed, due to a change in provider. Barclays has provided a copy of a letter that it had sent to Mr H on 15 February 2021, explaining the changes being made. Included in this letter it said:

“Previously you would have paid £75 excess for a replacement device – this has now increased to £99.”

In addition to the above, Barclays has also provided copies of annual eligibility statements that were sent to Mr H – including copies sent in February 2023 and 2024. The purpose of those documents was to provide Mr H with a reminder of the insurance products included with the Tech Pack; and to outline key terms and conditions (and eligibility criteria) to ensure that Mr H was able to check whether the Tech Pack still met his needs. Within those documents, I can see that a table setting out the different excesses was included, which was as follows:

Mobile Phones	Screen Repair	Other Repairs	If it can't be repaired**	Loss or Theft**
	£29	£49	£99	£149
Gadgets	Screen Repair	Other Repairs	If it can't be repaired**	Theft**
	£29	£49	£99	£149

**** This excess will apply where your Device is replaced or where you receive a Cash Settlement**

So based on the above, I'm satisfied that Barclays did what it needed to do – both around the time of the sale of the Tech Pack and in the years since – to inform Mr H about the excesses that would be applicable to his Tech Pack, should he need to claim.

It therefore follows that I am unable to conclude that Barclays had mis-sold the Tech Pack. Nor do I think it would be appropriate to say that Barclays is at fault, because the value of Mr H's phone (according to the insurer at least) was less than the excess Mr H would need to pay to settle the claim.

However, if Mr H remains unhappy with the insurer's decision, or because of the apparent difficulties it had in providing him with a like-for-like replacement, this is not something I would be able to address within this decision. Mr H would need to take matters up with the mobile phone insurer.

My final decision

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 21 November 2025.

Thomas White
Ombudsman