

complaint

Mr P has complained that Barclays Bank UK PLC (“Barclays”) mis-sold him a Barclays “Tech Pack” account add-on in 2015. He paid a monthly fee for the Tech Pack which provided several benefits in return.

background

In November 2015 Mr P called Barclays to enquire about adding the Tech Pack to his account. The Tech Pack’s main features were mobile phone insurance, gadget insurance and a fee-free overdraft of up to £200.

Mr P has complained that he wasn’t given sufficient information at the time he agreed to the Tech Pack. He says that because he wasn’t fully informed of the exclusions and limitations on the insurance policies, they were void from the moment he agreed to the account. And he says he owing to the lack of information, he wasn’t able to make an informed decision about whether to take, and keep, the Tech Pack.

Mr P has also explained that he wasn’t told that there was an age limit on the items that could be insured under the Tech Pack’s mobile phone insurance and gadget insurance. So he says his iPhone and MacBook that he believed were covered, in fact were not, due to their age.

One of our adjudicators didn’t think that Barclays had got things wrong when it sold the Tech Pack to Mr P, so she didn’t recommend that Barclays should pay him any compensation. Mr P didn’t agree so he asked for an ombudsman to look at the complaint and make a final decision.

my findings

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 how we handle complaints about packaged bank accounts on our website. I’ve used this approach to help decide what to do about Mr P’s complaint.

Where evidence is incomplete and matters are in dispute, as they are here, I make my decision based on what I think is *most likely* to have happened – keeping in mind everything I’ve seen and been told.

After giving Mr P’s complaint a lot of thought, I don’t think Barclays has acted unfairly. I’ll explain why.

Both Barclays and Mr P agree that Barclays made a recommendation when it sold the Tech Pack to Mr P. That means that Barclays had to make sure it was suitable for him. That’s to say, it needed to make sure that it took into account relevant information about Mr P and his circumstances, to sell him a product that was right for him.

Mr P has provided some information sourced from the internet, which I note outlines what Barclays should’ve done during the sale. The information he’s provided highlights that businesses should do things such as checking their customer is eligible for the account,

checking the account is suitable for them, and sending them an annual summary of eligibility, so they can check their ongoing needs.

Mr P initiated the sale of the Tech Pack by calling Barclays. He initially spoke to an advisor with some general enquiries, and his call was then transferred to a second advisor. The second advisor explained the features of the Tech Pack in more detail, and asked a number of questions to assess the suitability of the account against Mr P's circumstances.

I've managed to listen to recordings of both calls. To summarise, the calls included several pieces of information from Barclays, which I note Mr P engaged with, and asked questions about.

In the first call, the advisor explains to Mr P that the mobile phone insurance and gadget insurance are two separate policies. He goes on to explain that the combined gadget cover limit of £1500 doesn't include the value of a registered mobile phone – as that would be insured separately.

Of particular relevance in the second call is the point at which the adviser tells Mr P that gadgets need to be less than 2 years old at the point of registration, and have a combined value of less than £1500. Mr P tells the advisor his laptop is just over a year old.

The advisor then goes on to explain the mobile phone insurance, including the excesses payable and the claim limits. Mr P explains that he's got an iPhone 6. At this stage there's no mention of an age limit applicable to mobile phones.

The call continues with some further information about the cover provided with both policies, at which point Mr P opts to receive the remaining information in the post. The adviser gives him a phone number to call to register his items, which by his response, it seems as though Mr P made note of.

The call ends by Mr P clarifying that his bank account with added Tech Pack will cover his iPhone 6, and his laptop, and will cost £9.50 per month. The advisor confirms Mr P is right, and the call ends.

Having thought carefully about everything Mr P has said, and the phone calls I've listened to, I think Barclays did what it needed to do. The call was thorough and gave Mr P information on the cover provided and the steps he needed to take to make use of it. The advisor also made sure Mr P had a need for the insurance policies, and would be able to claim if he needed to. Although Mr P says he wasn't told about the age limit on the mobile phone insurance policy, this was only applicable to the gadget insurance policy. I haven't heard at any point during the calls – nor have I seen in the policy documents – that mobile phones had to be newer than two years old in order to benefit from the account's insurance cover.

I've seen that Mr P found all of the information confusing. And I understand why; after all, the mobile phone insurance and gadget insurance differ, even though they're both provided by the same account. But having listened to the calls, it doesn't appear that Mr P didn't understand what he was signing up for, nor that there were any doubts his items would be covered. I've also seen that he went on to register his laptop and mobile phone two days after signing up for the account. I appreciate Mr P can't remember doing this, but I'm satisfied that he most likely did, given the reason he took the account in the first place.

During a phone call with Mr P he told me that he needed to make a claim for a cracked screen on his phone. He says he went to a Barclays branch to do this, and he was told at that time that he wasn't covered due to the age of his phone.

Mr P couldn't remember much detail about this visit to the branch, including which of Barclays' branches he visited. But even so, I think it's unlikely a claim could've been made in a Barclays branch. So I find it unlikely that the staff in a branch would've discussed the merits of a potential claim in much detail with Mr P. That said, even if the branch staff *did* have the ability to assess a claim, the account's mobile phone insurance didn't have a handset age limit. So a claim wouldn't have been declined for that reason.

I acknowledge that Mr P didn't hold the Tech Pack for long – and he says he removed it when he found out his phone wasn't covered. But for the reasons I've explained, I think this was a misunderstanding, rather than the result of something Barclays did wrong.

I know that Mr P feels strongly about his complaint, but having thought carefully about everything he and Barclays have said, I'm afraid I don't think Barclays treated him unfairly. Whilst I appreciate he now says he wasn't given key information that would've enabled him to decide whether to keep the account, from what I've heard, he was.

I do understand that Mr P might not have received the postal information that he was meant to receive after the phone call with Barclays. But even so, I think Barclays did enough during its phone calls to recommend a suitable account and to give Mr P sufficient information about it. And I also think Mr P had sufficient means and knowledge – such as the phone number he was given – to chase up the missing information that he says he didn't receive, if he wanted to.

So I don't think Barclays mis-sold the Tech Pack to Mr P, and I don't think it owes him any compensation.

my final decision

I'm sorry to disappoint Mr P but for the reasons I've explained, I don't uphold his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 14 April 2019.

Sam Wade
ombudsman