

## **complaint**

Ms N complains that Barclays Bank UK PLC ("Barclays") failed to tell her about the need to register her mobile phone handset for the mobile phone insurance policy included on her Tech pack. Ms N says that this has led to her having a claim declined and this is unfair.

## **background**

I attach my provisional decision of 26 March 2019, which forms part of this final decision. My provisional decision set out why I didn't intend to uphold Ms N's complaint. I invited both parties to respond ahead of my final decision.

Barclays agreed with my provisional decision and provided nothing further. Ms N reiterated that she wasn't covered by the mobile phone insurance. She also reiterated her friend had a claim turned down on the mobile phone insurance because her handset wasn't registered.

## **my findings**

I've reconsidered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Ms N has reiterated that her handset wasn't covered. But I can only reiterate that despite what Ms N may have been told by her friend, registration of a handset wasn't a requirement for cover on the mobile phone insurance included on the Tech pack. And in the absence of anything else, I've not been persuaded to reach a different conclusion to that in my provisional decision. So considering everything, including Ms N's further comments, I'm afraid I'm not upholding this complaint.

## **my final decision**

For the reasons set out above and in my provisional decision of 26 March 2019, I'm not upholding Ms N's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms N to accept or reject my decision before 9 May 2019.

Jeshen Narayanan  
**ombudsman**

## **COPY OF PROVISIONAL DECISION**

### **complaint**

Ms N complains that Barclays Bank UK PLC ("Barclays") failed to tell her about the need to register her mobile phone handset for the mobile phone insurance policy included on her Tech pack. Ms N says that this has led to her having a claim declined and this is unfair.

### **background**

Ms N was migrated onto the Tech pack when Barclays discontinued her previous Current Account Plus packaged bank account in May 2016. Ms N hasn't complained about the initial sale of her Current Account Plus. So this wasn't investigated by Barclays.

Ms N says that she wasn't told about the need to register handsets for mobile phone insurance on the Tech pack. She says she only realised that she wasn't covered when a friend told her this was the case and she immediately cancelled the Tech pack as a result. Her phone is now damaged and she thinks it is unfair for Barclays not pay for a repair or replacement.

Our adjudicators looked at Ms N's complaint and didn't think that it should be upheld as Barclays hadn't done anything substantially wrong. Ms N disagreed and asked for an ombudsman to review her complaint.

### **my provisional findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having carefully thought about everything provided, I'm not intending uphold Ms N's complaint. I'd like to explain why.

Ms N believes that she wasn't covered by the mobile phone insurance, from the outset, because her handset wasn't registered. It's fair to say that insurance providers have in the past required mobile phone handsets to be covered. And it may well have been the case that Ms N had to register her handset with the insurance provider when she was initially sold the Current Account Plus account. But requiring a customer to register a handset for cover hasn't been general industry practice in more recent times.

Having looked at the terms and conditions for the policy included on the Tech pack, I can see that while registration is advised, in order to speed-up the claims process, it isn't a condition for any handset to be covered. And Ms N's handset was covered as long as she could prove ownership.

So while I don't know what Ms N's friend told her or what, if anything, said was based on, I'm afraid that I can't say that Barclays did anything wrong here as Ms N did have the cover she was led to believe she had. I can't hold Barclays responsible for any misinformation that might've been provided by Ms N's friend. And as this is the case and Ms N chose to cancel her Tech pack before her phone got damaged, I can't say that Barclays should cover the cost of any repair to Ms N's phone either.

All of this means that I'm not intending to uphold Ms N's complaint.

**my provisional decision**

For the reasons given above, I'm not intending to uphold Ms N's complaint.

If Barclays or Ms N have anything further to add before I issue my final decision, they should ensure anything they send reaches me by 26 April 2019.

Jeshen Narayanan  
ombudsman