

The complaint

Mr S says Barclays Bank UK PLC didn't tell him about changes to his gadget insurance policy.

What happened

Mr S has had gadget insurance through Barclays since 2020. In September 2023 he inquired about making a claim following damage to a laptop. He found his policy no longer covered laptops. Mr S says Barclays never told him that. Barclays says he'd opted to receive information online and a letter was uploaded to his online documents in June 2022. That gave details of changes to his policy including the removal of laptop cover. And a notification was sent to his recorded email address whenever a new document was uploaded.

Our investigator thought the information in the letter made clear that laptops were no longer covered. And he thought Barclays had provided Mr S with notification of this in line with its normal process. So he didn't think it had done anything wrong.

Mr S didn't agree. He said on checking his online inbox he'd found the information about the policy changes but these were unread which showed he hadn't seen them when they were sent. He provided screenshots from his email account which didn't show any notification had been received from Barclays at the relevant time. He queried why he'd have carried on paying for a product that was no longer fit for purpose. And he asked whether the device he wanted to claim for was in fact a laptop or should be regarded as a gadget (because it could also be used as a tablet). So I need to reach 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 that in his complaint to us Mr S suggested this policy had been mis-sold to him. But the issues here don't appear to relate to the original sale as at the point he took out the policy it did cover his device. His concern is that the terms subsequently changed and he says Barclays didn't tell him about that. So that's the issue I've focussed on in this decision.

It doesn't now appear to be in dispute that the letter about the changes was uploaded to Mr S's online account. He's told us that he's found it there although it was showing as unread. And I think that letter does make clear that laptops will no longer be covered by his policy. The letter sets out a summary of the changes to the policy which include "*Laptops, including MacBooks, are no longer covered*".

I can also see from information Barclays has provided that Mr S is recorded as having opted to receive paperless letters (which means they will be provided in his online account). I can see the email address it has for him is the same one Mr S has provided to us. And that information also confirms that Mr S will be notified on the email address it has recorded for him when a new letter is available for viewing in his online account.

But I appreciate that notification isn't obvious in the screenshots Mr S provided of his email account. I asked Barclays whether it could evidence that had been sent. It said it only retained evidence of this for 90 days so wasn't able to do that. But it did provide an extract from Mr S's customer record which showed that a more recent notification was emailed to him following information being uploaded to his online account.

And I can see from the screen shots Mr S provided that he was receiving other information from Barclays. Taken as a whole that doesn't suggest to me there were problems with the email notification system. So I think it's likely the notification in June 2022 was sent to him. It's clearly very unfortunate if he didn't receive it. But the question for me is whether Barclays has done anything wrong here. I don't think it has. I'm satisfied that the information about the changes to the policy was clear and that information was likely provided to Mr S in the way it had agreed with him.

Mr S has also queried whether the device he wants to claim for should be classed as a laptop given the other ways in which it can be used. He's provided details of the device which I can see describes it as a 'Convertible Laptop'. That would suggest to me that, although it might be possible to use it in different ways, its primary function is as a laptop. But ultimately this is a question which relates to the interpretation of the policy wording and so is something that would need to be considered by the insurer of Mr S's policy if he chooses to make a formal claim for his device (which I'm not clear he's done to date).

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 February 2024.

James Park
Ombudsman