

The complaint

Mr B is unhappy that the travel insurance element of a packaged bank account he has with Barclays Bank UK PLC was cancelled when he reached the age of 80.

What happened

In June 2024, Mr B was notified that he was no longer eligible for the travel insurance policy provided through his bank account with Barclays as part of a 'Travel Plus Pack'. Mr B was unhappy about this as this was an important part of why he had the account with Barclays. He felt that not continuing to provide this policy was discriminatory based on his age.

Mr B complained to Barclays which explained that the relevant terms and conditions that the policy would only cover customers up to the age of 80 and this was also restated in the Annual Eligibility Summaries that it sent Mr B. Barclays said that it wouldn't be reinstating his cover and that he may want to reconsider whether the Pack Mr B has for his account is suitable for his needs.

Mr B wasn't happy with Barclays' response and brought his complaint to our service where one of our investigators looked into this. They said that Barclays isn't responsible for setting the terms of the policy in question here. But they found that Barclays made Mr B aware of the age limit on the policy and so found that it treated Mr B fairly.

Mr B disagreed, saying that it looked like Barclays were behind the age limit on this product and that it seems to believe that the terms override the UK law on discrimination. Our investigator responded to Mr B, but their view didn't change and as Mr B disagreed, the complaint was passed to an ombudsman to decide.

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'll start by saying that this decision is focused on Mr B's complaint about Barclays. I'm aware that Mr B has a complaint about the insurer which is being dealt with separately by this service.

In considering Barclays role here, I have to consider that it is the insurance underwriter that is responsible for the setting the terms, conditions, exclusions and eligibility requirements of the travel insurance policy.

So I can only consider this complaint in the context of Barclays providing the travel insurance as a benefit of the Travel Pack on Mr B's account. From what I've seen, there has always been an age limit on the policy here and it's clear that Barclays has made Mr B aware of this limit through the information it provided around this – including the terms of the policy and the Annual Eligibility Summaries it provided to him. So I'm satisfied that Barclays has acted fairly in terms of making Mr B aware of the age limit on this policy.

Mr B feels very strongly that the decision here not to continue to provide him with the travel insurance policy is not just unfair, it's discriminatory. Mr B has mentioned the Equality Act 2010 and his belief that Barclays has gone against relevant UK law in what it's done here.

I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mr B would like a decision that Barclays has breached the law (including the Equality Act 2010) then he would need to go to a court.

As I've already mentioned, Barclays isn't responsible for setting the terms of the policy here which Mr B is unhappy with. But I have considered whether it is acting fairly and reasonably by providing a product (albeit through a third party) that has this age limit in it.

In my view, Barclays isn't acting unfairly. The Equality Act 2010 banned age discrimination in the provision of goods and services. But there is an exception in the law for providing financial services such as travel insurance. The law is quite detailed on this point – but essentially it does allow a bank (or insurance provider) to continue to use age as a factor in designing, pricing and offering its insurance products. And many travel insurance policies have upper age limits included in their insurance policies. So, while Barclays may not be responsible for the policy terms - I don't think it acted unfairly by providing this account with a policy that had an upper age limit.

With all the above in mind, I don't find that Barclays has acted unfairly here and so I won't be telling it to take any further action.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 28 March 2025.

James Staples
Ombudsman