

The complaint

Mr L is unhappy with some of the correspondence that Tesco Personal Finance PLC (trading as Tesco Bank) has sent to him, and the way it handled his enquiries about this.

What happened

The circumstances that led to this complaint are well known to both parties, so I won't repeat them in detail here. But, in summary:

- Mr L has a Tesco Bank credit card and has opted out of receiving marketing correspondence from the bank. He's unhappy because he believes that emails dated 15 November 2022 and 8 February 2023 amount to marketing, so shouldn't have been sent to him. He complained about those emails separately and is unhappy that the bank merged the complaints. He's also unhappy with the way the bank handled his enquiries when he called to discuss the merger, which included terminating the phone call.
- Tesco Bank says both emails relate to account servicing and Mr L cannot opt out of receiving these. The complaints were merged because they concern the same underlying issue and this was explained during the disputed phone call. That call was terminated, in line with their policy, which allows this step to be taken when a call becomes unproductive or abusive.
- Although they had been referred to this service at different times, our investigator considered the matters described above were so closely linked that they should be dealt with together. And she didn't think the bank had done anything wrong. Mr L disagreed, so the matter has come to me for review.

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 should first say that I think it is fair and pragmatic to deal with Mr L's three complaint points under this one complaint, given the underlying issues are so closely linked.

Mr L has complained to this service previously about contact he's received from Tesco Bank and we've tried to help him understand the difference between marketing, and other types of, correspondence. I would emphasize again that the purpose of a marketing mailing is to encourage the recipient to buy something – as such, sometimes a particular offer or promotion will be described in such mailings.

I don't agree with Mr L that the two emails he's complained about amount to marketing. The November mailing explained that a well-known contactless payment method had become available to use in connection with Mr L's credit card. And the February mailing explained how another payment facility would be changing. The latter was also reflected in the revised credit card terms and conditions that came into force on 13 April 2023 and were preceded by a notice of variation in February 2023.

So I think both emails related to how Mr L could use his credit card – rather than promoting an additional product – and, as such, it wasn't wrong of the bank to say these communications related to the "servicing" of his account.

The rules and legislation which relate to marketing and advertising include that an individual must be allowed to opt out of such communications. And there's no dispute here that Mr L has opted out of marketing mailings. But the same is not true of account "servicing" type communications. The bank is obliged to keep its customers informed about their accounts – specific obligations are set out in more detail in, for example, the Financial Conduct Authority's handbook. And I think it's probably for this reason that the bank has said it cannot allow Mr L (or other customers) to opt out of account servicing communications.

I think this is what the bank was trying to explain to Mr L during the phone call, which started off as being about the merged complaint but evolved into a discussion about the original issue – whether the emails amounted to marketing or not. I have obtained and listened to the phone call. I don't agree with Mr L's suggestion that the call-handler acted unreasonably. She explained why the complaints had been merged and why she couldn't block future emails relating to account servicing. Mr L disagreed. I think there was a simple difference of opinion during the call, which no amount of discussion was likely to resolve. So I don't think the bank acted unreasonably here. The call-handler gave Mr L fair warning of her intention – she explained, politely in my opinion, that they were going around in circles and so the call had become unproductive – and she subsequently ended the call.

I appreciate Mr L's strength of feeling and it's important that banks comply with customer's wishes not to receive marketing communications. But, for the reason set out above, I don't think Tesco Bank has done anything wrong in this particular case.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 24 October 2023.

Ruth Hersey
Ombudsman