

## **The complaint**

Mr M has complained that Barclays Bank UK PLC (“Barclays”) withdrew the gadget cover on his Tech Pack without telling him.

Mr M says that this led to him incurring an uninsured loss.

Mr M is also unhappy that when he submitted a Data Subject Access Request (DSAR) to Barclays, it sent the information to him by post and not by email. Barclays also did this when Mr M requested copy bank statements to be sent to him.

## **What happened**

Barclays didn’t uphold Mr M’s complaint about the Tech Pack. In summary it said that it had sent Mr M notification of the change to the Tech Pack. Barclays apologised that its response to the DSAR was by post, but explained that it was unable to send the documents to Mr M’s ‘Cloud It’ online document storage area as he was no longer a customer.

Barclays did however uphold Mr M’s complaint in part. It acknowledged that it had given him wrong information about how the notification regarding the changes to the Tech Pack was sent to him. It also acknowledged that there were delays in contacting Mr M and also acknowledged that it had not sent the final response letter by secure email. Barclays offered Mr M £175 compensation for these aspects of his complaint.

One of our adjudicators assessed the complaint, and she concluded that the letter informing Mr M of the change to the Tech Pack was sent according to the communication preferences that Mr M had selected. She also concluded that the £175 that Barclays had paid Mr M for the administrative and customer service issues was fair.

Mr M disagreed with the adjudicator’s assessment. He said that he’d never agreed to receive correspondence online and had only opted to go paperless for bank statements. Mr M asked for the evidence that was relied upon.

As Mr M disagreed with the adjudicator’s assessment, the matter was referred for an ombudsman’s decision. The adjudicator also sent Mr M evidence that Barclays had provided, displaying his communication preferences and evidence that the letter informing him of the changes to his Tech Pack had been sent to his ‘Cloud It’.

## **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.

We’ve explained our approach to complaints about packaged accounts on our website and I’ve used that to help me decide this complaint. And having considered everything, I don’t uphold this complaint.

Having considered everything, I can appreciate Mr M’s frustration when he went to claim on his Tech Pack – thinking that he had cover for gadgets and was subsequently informed that gadgets were no longer covered by the policy. However, I can only uphold this complaint if Barclays has done something wrong or acted unfairly or unreasonably. But in terms of the changes made to the Tech Pack, I can’t see that it did.

Barclays says that it had informed Mr M on 28 June 2022 that changes had been made to the Tech Pack. I've had a look at the letter, and it did explain, in the bullet pointed summary on the first page, that gadgets are no longer covered by the Tech Pack from 26 August 2022. Therefore, I'm satisfied that the letter made it clear Mr M would no longer be covered for gadgets on his Tech Pack, and when that came into effect.

Barclays (eventually) confirmed that the letter was sent to Mr M 'online'. We requested Barclays provide further evidence about this. Barclays provided a screenshot from its systems which showed when a document is sent 'online' this means that a copy of the document is added to the consumer's 'Cloud It' document storage area on a customer's online banking account. The evidence indicates that an email is sent out to the consumer to notify them that there is a new document to view online.

Barclays has also provided evidence which indicates that it had the correct email address recorded for Mr M (although I note it is different to the one Mr M has provided our service).

So, in the circumstances I'm satisfied that the document was sent to Mr M via the 'online' method and that a notification email was sent to the email address Barclays had recorded for Mr M at the time, to make him aware of the document.

Finally, I understand that Mr M says he never opted for correspondence to be sent to him 'online'. He says he'd only opted for paperless bank statements.

However, the evidence that Barclays has provided indicates that he had in fact selected to receive correspondence online – although that evidence states that Barclays may still send letters by post if it is required to do so.

Barclays says this was the communication preference for Mr M since at least 20 February 2021. Furthermore, Barclays says that Mr M has not been included in any paperless campaigns – which I understand means a campaign designed to get account holders to switch from paper to email or online statements. Therefore, it seems unlikely that Mr M's preference had been switched to online without his input.

Overall, when deciding what I think most likely happened, I think it's more likely than not that Mr M, rather than Barclays, had set his communication preference to 'online'. It therefore follows that I can't say that Barclays has done anything wrong or acted unfairly, by sending the letter informing Mr M about the changes to his Tech Pack via the online method.

During our investigation, Mr M sent us a copy of an email he'd received from Barclays about changes it'd made to the Barclays banking app – namely the removal of loyalty cards being able to be registered on the banking app. Mr M says this is evidence Barclays are emailing him and not uploading messages to the cloud. However, I disagree with Mr M. I say this because firstly, the update looks to be about changes made to Barclays' banking app, rather than to a specific bank account. Secondly, Mr M says that his Barclays accounts were closed when he received the email. Therefore, I can't see how the email is proof that Barclays was not uploading documents to his Cloud It storage area – given that he no longer had one at that point in time.

Finally, I understand that there were some administrative issues that Mr M was unhappy with. I understand this related to the response to the DSAR being posted to him, rather than being emailed to him. I also understand that Mr M was unhappy the final response letter had been posted to him.

I understand that Mr M had to arrange for someone to scan and email the DSAR documents to him. And I can see that Mr M contacted Barclays a number of times about this matter too, as he was expecting to receive the documents by email. But considering everything that has happened, I think that the £175 already paid by Barclays fairly reflects the distress and inconvenience Mr M experienced due to these matters. I therefore don't think Barclays needs to do anything further in relation to this complaint.

**My final decision**

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 November 2023.

Thomas White  
**Ombudsman**