

The complaint

Mr D is unhappy that Tandem Bank Limited, trading as Tandem, didn't notify him that they were making changes to his account which needed to be accepted by him in order for his account to continue. This led to Mr D's account being closed and the account information no longer being available on the online app.

What happened

Mr D had an account with Tandem. In January 2020, Tandem wrote to its customers, including Mr D, to let them know that the terms and conditions of their agreement would be changing. One change was that a monthly fee of £5.99 was being introduced. Tandem advised its customers that they would need to opt-in to these changes, and that if they didn't their account would stop working in March 2020.

Mr D didn't opt-in to the changes and so his account stopped working when Tandem had said it would. Mr D had an ongoing dispute with Tandem at that time which meant that he was expecting refunds to be credited to the account after the time that the account stopped working. This meant that Mr D wanted to continue to be able to view the account in order to monitor the ongoing status of these expected refunds.

However, in July 2020, Mr D found that he was unable to access the Tandem app to monitor his account. Mr D contacted Tandem about this and was told that this was because his account information had been removed from the online app automatically after his account had been closed for 120 days, in line with Tandem's process. Mr D wasn't happy about this and said that he'd previously been told by Tandem that he'd be able to monitor his account via the app indefinitely, and also that he hadn't been given any warning that his account information would be removed from the app. So, Mr D made a complaint.

Tandem responded to Mr D's complaint in August 2020. They said that they had removed Mr D's information from the online app after 120 days as per their process, and that Mr D could continue to monitor the account via monthly paper statements. So, they didn't uphold Mr D's complaint.

Mr D wasn't satisfied with Tandem's response, and he also wasn't happy that a paper statement he'd been promised by Tandem previously hadn't arrived. So, he referred his complaint to this service.

One of our investigators looked at this complaint. Our investigator acknowledged that Tandem were within their rights to change the terms of the account and to remove Mr D's information from the online app after 120 days. But our investigator was concerned about the impact that Tandem not providing the paper statement in a timely manner had on Mr D, in that it restricted his ability to monitor his account, and so they initially recommended that Tandem pay some compensation to Mr D because of this.

However, in response to the initial view of this complaint put forward by our investigator, Tandem noted that while the statement was late, it only provided information about the account on the date of the statement. So, if Mr D wanted up to date information about his

account, he would have to contact Tandem directly, regardless of when the paper statement had been received. Because of this, while Tandem acknowledged that statement had been late, they didn't feel that this had a material impact on Mr D which warranted the payment of compensation. And our investigator agreed with Tandem on this point, and so didn't uphold Mr D's complaint.

Mr D remained dissatisfied, so his complaint was escalated to an ombudsman for 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.

It's clear that Mr D feels strongly about this complaint and I can understand his frustration at not being able to monitor the account for the refunds he was anticipating in the manner that he wanted to. But, having considered this complaint in detail, I find that I've reached the same outcome as our advisor, and for the same reasons. And, while I can understand why Mr D feels unhappy about the standard of service that he received from Tandem, I don't think that there was sufficient inconvenience to Mr D to warrant asking Tandem to compensate him for this in this instance.

To begin, I'll address Mr D's complaint that he didn't receive any notice from Tandem that the terms of his account were changing and that he would be required to opt-in to these changes in order for his account to continue.

Tandem have provided this service with account notes which state that notification emails were sent to Mr D on 8 January and 4 March 2020 which advised about the upcoming changes to Mr D's account and the need for him to opt-in to these changes if he wanted to continue using the account.

Tandem have not been able to provide copies of the emails themselves. However, these emails were sent via an automated process, and it's not unusual that copies of automated emails are not retained by a business. In such circumstances it would be expected that the business provides the template used for the automated email along with system notes which confirm that the emails were sent, and also confirmation of the email address held for the customer to confirm that they were sent to the correct address. Tandem have done this in this instance, and I note that the email address that Tandem hold for Mr D is one which this service has used successfully to communicate with Mr D.

Mr D has advised that he never received these emails and doesn't think that the information provided by Tandem is sufficient proof that he did receive these emails. I can understand Mr D's frustration here, and I have no reason to doubt the testimony of either Mr D or Tandem in this regard. In situations where there is disagreement about whether something did or didn't occur, I have to make a decision about what I think is most likely to have happened, on the balance of probabilities, considering all of the information I have available to me.

In this instance I think it's more likely than not that Tandem did send the emails to Mr D's email address in the way that the information provided by them suggests. I understand that Mr D will disagree with this point and has asked for proof that the emails were received by himself. But this service would only expect to see confirmation that the emails were sent and wouldn't hold a business responsible for whether an email has been received or read by an intended recipient, as such matters are beyond the control of the business in question.

Mr D has also expressed dissatisfaction that he was not told by Tandem that he would effectively have no access to the online app to monitor his account after 120 days had passed following the closure of his account. It's regrettable that this wasn't made clearer to Mr D by Tandem and I can understand Mr D's frustration at this, especially as the refunds he was anticipating hadn't yet reached his account which meant that he wanted to continue to monitor the account for their arrival.

However, while I understand that it would have been preferable for Mr D to have continued being able to monitor his account via the online app, I think that it's reasonable that Tandem should have such a policy in place. I also note that Mr D was able to access information about his account either via monthly paper statements or by contacting Tandem directly either online or by telephone, and so his access to his account information wasn't completely withdrawn – rather, Mr D's preferred method of access was no longer available to him.

Finally, Mr D is unhappy that a paper statement he requested wasn't sent to him in a timely manner and he had to contact Tandem to let them know that it hadn't been received. Again, I can understand Mr D's frustration here, especially as when he did contact Tandem again he discovered that the request for the statement to be posted to him hadn't been actioned correctly by Tandem in the first instance.

Our investigator initially considered asking Tandem to pay Mr D compensation for this statement not being sent, but subsequently reconsidered, and did so because they felt that the lateness of the statement had not had a material impact on Mr D that would warrant such compensation.

I can understand that Mr D would disagree with the conclusion of our investigator here, but I think that a reasonable outcome has been reached. It's not the remit of this service to punish or fine businesses for their actions or inactions, but rather to work toward ensuring that a fair outcome is achieved. In this instance, while it must have been frustrating for Mr D to have had to call Tandem again in order to chase the paper statement that he had requested, I don't feel that his receiving this statement late had an impact on Mr D that would cause me to consider that an award of compensation would be merited.

I say this because the statement provided a snapshot of the account on the date that the statement was produced, and so didn't provide Mr D with an at-the-moment description of the balance of his account. If Mr D had wanted an up to date account balance, he would have had to request that from Tandem either via telephone or online chat. So, while it was inconvenient for Mr D that the statement didn't arrive when he was expecting it to, I don't feel that compensation is warranted because of this in this instance. It's also notable that Tandem provided Mr D with the information on the statement when he contacted them to advise that the statement hadn't been received.

So, it follows that I won't be upholding this complaint. I know that this won't be the outcome that Mr D had wanted, but I hope he can understand, while I empathise with Mr D to certain extent, why I don't feel that Tandem have acted unreasonably here, and why I won't be asking them to take any further action at this time.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 10 March 2021.

Paul Cooper
Ombudsman