

## **The complaint**

Mrs S is unhappy that Barclays Bank UK PLC didn't update her address and cancel a tech pack on her account when she first instructed them to, and with the service that she'd received from Barclays surrounding this issue.

## **What happened**

In April 2020, Mrs S telephoned Barclays and advised that she'd moved overseas and instructed Barclays to update her address and to cancel the tech pack on her account. However, in November 2021, Mrs S noticed that Barclays hadn't updated her address or cancelled the tech pack as she'd instructed them to in April 2020, and that she'd been incurring charges of £14.50 per month for the tech pack since that time. Mrs S wasn't happy about this, so she raised a complaint.

Barclays looked at Mrs S's complaint. They couldn't find any record of Mrs S contacting them in April 2020, and as such they maintained that they hadn't received an instruction to change the address or cancel the tech pack as Mrs S had stated.

Mrs S wasn't satisfied with Barclays response, especially as she'd asked Barclays whether she could make an insurance claim using the tech pack and had been told that she couldn't because she'd already confirmed that she lived overseas. So, she referred her complaint to this service.

One of our investigators looked at Mrs S's complaint. But they didn't feel that Barclays had acted unfairly towards Mrs S in how they'd managed this situation, and so they didn't uphold the complaint.

Mrs S remained dissatisfied, so the matter 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.

I issued a provisional decision on this complaint on 12 July 2022 as follows:

*In circumstances where the testimonies of the complainant and the respondent business differ – as they do here in regard to whether Barclays received a request from Mrs S in April 2020 to update her address and cancel the tech pack on her account – I have to decide, if it's reasonably possible to do so, what's more likely to have happened, on balance, in consideration of all the evidence and information available to me.*

*In this instance Mrs S maintains that she did contact Barclays in April 2020 and requested to update her address and cancel the tech pack on her account, and I feel that it's notable that at that time the Covid-19 pandemic was emerging such that it's*

*likely that any Barclays agent that Mrs S did speak with was working from home. And Mrs S's recollections of that call, which involved recalling a barking dog, support this assumption.*

*It therefore seems plausible to me, given that April 2020 was at the start of the Covid-19 restrictions where businesses such as Barclays were having to adapt to the unprecedented changes in working environments that were taking place, that Mrs S may have called and may have instructed Barclays as she contends, but that for some reason her requests weren't actioned or recorded.*

*However, I also note having listened to the telephone calls that Mrs S had with Barclays when she first raised this complaint that the agent to whom she spoke immediately recognised that because Mrs S was now living overseas that her UK Barclays account would have to close. And I feel that if Mrs S had contacted Barclays and updated her address to an overseas address in April 2020 that it's more likely than not that any agent that she spoke with at that time would also have immediately recognised this point.*

*I also feel that Mrs S had a responsibility to monitor her Barclays account, which continued to show her old UK address, and which continued to show the tech pack being charged on the monthly statements. And while it's notable that Mrs S didn't use the Barclays account as regularly as when she lived in the UK, she did continue to use the account occasionally, and I don't feel that because Mrs S no longer used the Barclays account as regularly as she previously had done that this absolved her of the obligation to have monitored that account.*

*All of which means that I don't feel that there's compelling evidence to enable me to say with a reasonable degree of certainty that Barclays were informed of Mrs S's change of address and request to cancel the tech pack in April 2020, and I also feel that it was incumbent on Mrs S to have monitored her account more effectively than it appears that she did. And it follows from this that I won't be upholding this aspect of Mrs S's complaint.*

*But Mrs S has also complained that when she was told by Barclays that while they weren't willing to accept that she had called and updated her address to an overseas address in April 2020, that she wouldn't be able to make a retrospective insurance claim using the tech pack because she had confirmed that she had in fact moved overseas.*

*This doesn't feel fair to me, and while Barclays have stated that they aren't responsible for whether Mrs S could or couldn't make a claim on the insurance or not, Mrs S has stated that Barclays did tell her that she couldn't make a claim, and Mrs S's position here appears to be verified by the complaint notes provided to this service by Barclays which record such a conversation with Mrs S taking place on 19 November 2021 – which was the day that Barclays sent their response to this complaint to Mrs S.*

*And while it may have been the case that Mrs S could have made a retrospective claim on the insurance (which would have been a decision for the insurance provider themselves to make) it seems reasonable to me that Mrs S would have acted on the information given to her by Barclays during that call and would have believed that she was unable to make a retrospective claim on the insurance because it had been invalidated by her moving overseas, while also having been made aware that Barclays were unwilling to reimburse the monthly charges for the pack that included that insurance that she'd been told was invalid.*

*As such, my provisional decision is that I'll be upholding this complaint in Mrs S's favour on this limited basis and provisionally instructing Barclays to make a payment of £150 to Mrs S, which I feel fairly compensates her for any trouble or upset she may have incurred because of Barclays providing her with information about her ability to make a claim on the insurance that went beyond Barclays remit at that time.*

Both Mrs S and Barclays have subsequently confirmed that they're happy to accept my provisional decision. As such, I see no reason not to uphold this complaint in Mrs S's favour on the basis outlined above, and I confirm that I do uphold this complaint on that basis accordingly.

### **Putting things right**

Barclays must make a payment of £150 to Mrs S.

### **My final decision**

My final decision is that I uphold this complaint against Barclays Bank UK PLC on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 1 September 2022.

Paul Cooper  
**Ombudsman**