

## The complaint

Mr T is unhappy that prior to Sainsbury's Bank Plc closing his credit card account he experienced repeated issues in accessing his online banking. He's also unhappy he requested paper statements, but these weren't received.

## What happened

Mr T has been experiencing problems with his online banking since September 2020. Sainsbury's failed to respond to Mr T's complaints initially and promised Mr T a phone call which never materialised. Sainsbury's issued a final response letter on 5 July 2021, explaining they'd tried to contact Mr T on several occasions but hadn't received a response. However, due to the poor service they credited £100 to Mr T's credit card account.

Our investigator said Sainsbury's should pay an additional £200 as they'd been aware of Mr T's online access issues for six months at the point the complaint was logged. Although Mr T says he wasn't receiving statements our investigator said Sainsbury's wasn't at fault as his account was set to receive paper statements and the address was correct.

Sainsbury's didn't agree with the investigator. They said Mr T had successfully signed into his account following the first time he'd contacted them, and again after Sainsbury's incorrectly said someone would be in touch with Mr T. They also added when Mr T contacted them a third time, they sent various emails which Mr T did not reply to, so they'd done enough to try to assist him.

Mr T didn't agree with the investigator either. He said Sainsbury's had breached the Consumer Credit Act 1974 ("CCA") by not issuing statements at regular intervals. He said he didn't experience any other postal issues, only with Sainsbury's. He also said it was inconvenient for him to keep track of his account by phone and it was time consuming. As an agreement couldn't be reached the complaint was passed to me. I issued a provisional decision, an extract of which is below:

### ***What I've provisionally 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.*

#### *Online banking*

*Mr T contacted Sainsbury's in December 2020 saying he'd experienced issues with his online banking for two to three months. This appears to be the first time that Mr T raised these issues. Sainsbury's notes show that when Mr T contacted them, he hung up and didn't confirm what he wanted to do so a complaint wasn't raised at this time. I'm satisfied that I can rely on Sainsbury's notes seeing as they were made at the time and broadly fit with what both Sainsbury's and Mr T have told us. Sainsbury's have also said they didn't take any further action in December 2020 because they didn't find a system error. So taking everything into account, I don't think it was unreasonable for Sainsbury's not to have raised a complaint in December 2020.*

*Sainsburys have also provided screenshots to show that Mr T successfully logged in to his account a few days later so they thought the issue may have been resolved. Whilst I don't think this was an unreasonable presumption, Mr T has told our service some of his account access issues meant he could access his account but was then timed out of the system almost immediately. So although it may have seemed Mr T's issues had been resolved, I think it's possible they were actually still ongoing.*

*As Mr T didn't hear anything further about his complaint, he contacted Sainsbury's again in January 2021. Although Mr T had been incorrectly promised a phone call, Sainsbury's have said there wasn't a reason to call Mr T in any event as it seemed the issue had been resolved because he'd been able to log on. However, as I've explained above, Mr T says he was immediately timed out upon logging on, so I don't think it's likely the issue had been resolved.*

*As Mr T didn't hear from Sainsbury's he contacted them and in March 2021 a complaint was logged. It seems that in May and June 2021 Sainsbury's tried to contact Mr T by phone to discuss the account access but weren't able to speak to him. I can see an email was sent on 2 June 2021 providing Mr T with some suggestions to see whether that would help him access his account online. So it does seem that by May 2021, Sainsbury's were trying to assist Mr T.*

*Sainsbury's apologised for the level of service that they provided. Sainsbury's contact notes suggest a payment of £20 was credited to Mr T's account for distress and inconvenience and in their final response letter they awarded a further £100 for the issues Mr T experienced.*

*However, I think Sainsbury's should pay an additional £100 for his experience overall. I say this because Sainsbury's shouldn't have promised Mr T a phone call in January 2021. This would have added to Mr T's frustration not to have received any assistance when he was already having difficulties accessing his account online. Furthermore, Mr T had to chase Sainsbury's again and it wasn't until March 2021 that a complaint was logged. And even when the complaint was logged it took Sainsbury's a further two months to get in touch with him, causing a delay. Whilst this was ongoing, it was frustrating and time consuming for Mr T. So for this reason I think Sainsbury's should pay Mr T an additional £100.*

*Mr T has said because he wanted to find out how much interest he'd incurred, he had to phone Sainsbury's and these phone calls were lengthy. I appreciate this was time consuming for him. But unfortunately dealing with organisations (such as banks) is part of everyday life and sometimes this can be time consuming. So I don't think Mr T should be awarded any more than the additional £100 I've provisionally decided on.*

### *Statements*

*Sainsbury's notes state Mr T says he asked for statements in March 2021. Having looked at the internal screenshots provided to us from Sainsbury's systems I'm satisfied his account had been set so to receive statements in the post. I can also see from the account statements that Sainsbury's held the right address for him at the time and I'm not aware of any issues Sainsbury's had with dispatching statements during this period. Although I appreciate Mr T says he wasn't receiving his statements, I can't fairly hold Sainsbury's responsible for this as I can't see they've done anything wrong here.*

*Mr T has said Sainsbury's have breached the CCA by not sending him statements on a regular basis. But I don't think Sainsbury's have done anything wrong as I'm satisfied they issued paper statements to Mr T and I'm not persuaded it's responsible for him not receiving*

*them, so I don't think Sainsbury's need to do anything further in relation to this aspect of his complaint.*

*It is Mr T's responsibility to make the necessary payments to the account regardless of whether he has online access or receives statements. I understand Mr T would like interest and charges refunded from December 2020. However, this was a debt that Mr T legitimately owed Sainsbury's and therefore interest and charges accrued as a result would be payable by Mr T. I appreciate it was harder to keep track of the account due to the lack of online access but Mr T was able to make payments and find out how much interest was owed by phoning Sainsbury's. So for this reason I don't think Sainsbury's need to refund interest and charges from December 2020.*

*On Mr T's complaint form he said he wanted any negative markers on his credit file to be removed. Our investigator asked Mr T for evidence to show the adverse information that Sainsbury's had recorded but this was not provided, and Mr T confirmed he was happy for the investigation to continue without this point being considered. In light of this I have not considered it as part of my decision.*

### **My provisional decision**

*My provisional decision is that I intend to uphold this complaint and require Sainsbury's Bank Plc to pay Mr T a further £100 compensation."*

Mr T replied to my provisional decision to say he was disappointed with my outcome but indicated he accepted it as he wanted the matter resolved. Sainsbury's replied to explain its point of view and why it didn't agree with all my findings, but that to resolve the complaint it would pay Mr T the additional compensation.

### **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.

As both parties have accepted my provisional decision – albeit reluctantly – to resolve the complaint, I see no reason to depart from it, or to delay matters further.

### **My final decision**

My final decision is that I uphold this complaint. Sainsbury's Bank Plc should pay Mr T a further £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 23 March 2023.

Marie Camenzuli  
**Ombudsman**