

## **The complaint**

Mr C complains that Barclays Bank UK Plc failed to comply with his General Data Protection Regulation (GDPR) request by sending him copies of communications in small print.

## **What happened**

Separate complaints have been raised for Mr C concerning the closure of his bank account by Barclays, and its subsequent communications.

In response to Mr C's formal GDPR request, Barclays said it would provide him with a copy of every complaint and other letter since September 2021 in large print. Mr C thinks there's still letters Barclays haven't sent, including one of 30 May 2022. He has formally requested Barclays provide all correspondence from account opening in March 2021, to closure.

Mr C said Barclays is aware he has a visual impairment, and has repeatedly breached the Equality Act with its responses over the months to his GDPR requests. Barclays said its response to Mr C's latest request, was to send all information in larger print. This still wasn't acceptable to Mr C, but Barclays said it was the largest it could make the font. Mr C complained to Barclays about the repeated distress and inconvenience caused.

Barclays said its latest response to Mr C's request was on A3 paper as the only format it can provide the documents in, whereas it can produce original letters in large print. To help Mr C it offered to send the information digitally, but Mr C declined as his preference was paper.

Barclays provided the call recordings it had located for Mr C on a USB stick, and said it would send transcripts. Mr C said the USB stick doesn't work, and the transcripts haven't been provided. Barclays said it had fulfilled its obligations under GDPR to provide Mr C with a copy of his personal data, and also made reasonable adjustments, albeit only on the final information it sent to him. But in recognition of the upset and frustration its errors had caused, Barclays offered Mr C £1,000 compensation, which he declined as inadequate.

Mr C referred his complaint to our service. Our investigator said there were three occasions that Barclays sent GDPR information in the wrong format, but she wouldn't make separate awards for each event. She said Mr C said he was caused distress for the last 27 months, but Barclays records show he wasn't aware that his letters weren't in large print until he complained about not receiving the notice of account closure letter in the correct format.

The investigator said Barclays can produce letters in large print at source, but this marker hadn't been placed on Mr C's account prior to his complaint. She said this meant any letters could only be enlarged manually, but this didn't work for Mr C as the font wasn't large enough. She said Barclays offered an electronic solution, but Mr C's preference was paper format which he's entitled to as it is more suitable to his needs as a vulnerable consumer.

The investigator said Barclays would need to address any loss to Mr C as a result of missing any important information, but none was evident. She said Mr C called Barclays repeatedly to chase information, and promises of call backs and correspondence in large print were broken. She thought Mr C's stress about information incorrectly formatted and not knowing

what he hadn't seen, and delays meant that Barclays should pay him £1,500 compensation. She said this reflected the substantial distress, upset and worry he's been caused.

Mr C disagreed that the compensation was adequate saying Barclays were in breach of the Equality Act since his account opened over two years ago, not just from August 2022. He sent details of a court case which he said involved less severe circumstances than his own and said he wouldn't settle for less than £3,000 compensation. Mr C said he also requires all outstanding documents to be sent in large print and will pursue legal action if this doesn't happen. Mr C's complaint has been referred to me as an ombudsman to decide.

### **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.

Separate complaints have been raised for Mr C concerning Barclays' letter about the closure of his account not being sent to him in large print. And the closure of his bank account and subsequent communications from Barclays.

Mr C said the issue of Barclays sending him incomplete and inadequately formatted information has been ongoing since he opened his account. He said a pack of information from his local Barclays' branch went missing from July 2022. However, there's no record of this having been raised with Barclays before 9 August 2022. So, I will be considering the delays in providing this information from August 2022 to Barclays latest response to him. Mr C said he still hasn't received a letter of 30 May 2022 in large print or any offer of compensation for this. From what I've seen this letter concerns a separate account and isn't the subject of a complaint that I have considered.

Mr C needed the information he requested from Barclays as he was concerned Barclays hadn't been sending out all his correspondence in large print and letters and he might have missed something with a financial impact. I haven't repeated here the explanation provided by Barclays for the limitations it faced in meeting Mr C's requests, but I can see that it faced difficulties in meeting Mr C's requests through its systems.

Notwithstanding these difficulties, Barclays repeatedly failed to make reasonable adjustments in accordance with Mr C's requests, or attempt to overcome the limitations of its systems. Only in response to Mr C's latter GDPR request did Barclays respond to him in a larger font. Unfortunately Mr C said this was still unacceptable, but Barclays also offered the option of sending the subject access request information digitally, which would allow Mr C to zoom in on the text. This wasn't Mr C's preferred option as he wanted paper copies, and he was experiencing difficulties viewing information on his laptop, but I think at this stage Barclays was trying to make reasonable adjustments.

From reviewing the information Barclays sent Mr C there isn't anything in the letters that I have seen that would raise any financial concerns for him in the future. Should this change, as Mr C fears, then it is open to him to bring a further complaint about this.

From Mr C's description of the stress and health problems he has faced, I think the impact has been greater than normal because he's in a vulnerable position. The delays have been over a significant period of time, and every time the information was sent to him incorrectly, or not sent at all, it led to Mr C having to make further calls to chase up Barclays. This caused him further inconvenience with the time spent on calls, which has exacerbated his anxiety and stress levels over the period.

Mr C sent details of a case about a blind litigant who took legal action against a government department about letters sent in the format required, and who was awarded £7,000 damages. I've looked at this case where letters required in braille weren't provided. As the investigator has said, we can only look at the circumstances of Mr C's complaint and the personal impact on him of the bank's failure to communicate as required. We don't award damages as this is the realm of the court, but we consider compensation that we feel is fair and reasonable in all the circumstances of a complaint.

### **Putting things right**

Having considered the overall impact on Mr C of Barclays' poor response to his requests for information, the lack of reasonable adjustment and delays, I agree with the investigator that an award of £1,500 compensation is a fair and reasonable reflection of the impact this has had upon Mr C. Should Mr C wish to reject this decision all other options remain open to him, including legal action.

I trust that Barclays will respond very soon to Mr C's request for all of its correspondence to be provided in large print, and this should include the letter to Mr C of 30 May 2022.

### **My final decision**

For the reasons I have given it is my final decision that the complaint is upheld. I require Barclays Bank UK Plc to pay Mr C £1,500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 16 October 2023.

Andrew Fraser  
**Ombudsman**