

The complaint

Ms S complains about a letter sent to her from Barclays Bank UK PLC (Barclays) in an unsealed envelope which caused her worry and distress, and inconvenience in trying to resolve the issue.

What happened

In December 2023, Ms S received a letter from Barclays about a cheque she attempted to pay into her account however, the envelope that contained the letter was unsealed. Ms S took the envelope and the letter to her local branch to complain, explaining that anyone could have got access to the letter and its confidential contents. Barclays logged a data breach as well as a complaint and investigated.

Barclays called Ms S to resolve the complaint, apologising for their error. They could not explain why the envelope had arrived unsealed but promised to pass details to their security team. Attempting to resolve the complaint, they offered £200 for the inconvenience and £50 to cover travel expenses Ms S had incurred. Ms S asked that the £50 figure should be increased as she felt she had to take the envelope to a branch which meant she took time off work, but Barclays declined, and it was agreed that a final response letter would be issued.

Dissatisfied, Ms S brought her complaint to our service. Our investigator didn't recommend that the complaint be upheld. They said that the total of £250 was fair taking into consideration what happened. And in terms of Ms S's visit to the branch, this was a decision she made rather than contacting Barclays via other methods that could have removed the need to take time off work.

Ms S disagreed with this outcome and requested an ombudsman review her complaint.

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've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, and while I recognise this will come as a disappointment to Ms S, I have decided not to uphold complaint for broadly the same reasons as the investigator.

Firstly I'm sorry to hear about the envelope error. It's understandable that Ms S would be worried about whether the letter had been accessed by anyone else but I'm glad that Barclays logged the data breach and made efforts to resolve the complaint. For clarity, there's no dispute over whether the envelope was unsealed.

As part of my considerations, I cannot ignore that Ms S made the choice to take time off work and take the envelope and letter to a branch to complain, although I know Ms S has said that it was not a choice in view of what she was told in the branch. Ms S says that when

she presented the envelope to the Barclays branch staff member, she was told that she would have been asked to bring it to the branch anyway. If Ms S was told this, there was no stipulation by Barclays that Ms S had to bring the envelope to them during her own working hours. In fact, I've seen evidence from Barclays in which they've said that if Ms S had contacted them by telephone initially, she may not have had to provide the envelope in a branch.

Additionally, Ms S could have called into a branch when she was not working, or if this was not possible, posted the envelope and letter to a branch after registering the complaint by telephone. What I can't agree with is Ms S's decision to take the envelope to a branch necessitating her to lose money by taking time off work when other methods were available.

I know Ms S has commented about Barclays' telephone service that it takes time for them to pick up the phone but in terms of methods by which they can be contacted, I note that Barclays also offer a messaging service via their app and through online banking; any of which Ms S could have used.

Ms S has mentioned in her correspondence that Barclays level of service has fallen short in a number of areas which she wants us to consider. Examples of which are problems paying in the cheque in question via their app, and a complaint call being made later than agreed. But Ms S hasn't complained to Barclays about these points which means I can't consider them. If Ms S wishes to pursue these matters, she can do so with Barclays separately.

Turning to the compensation amounts offered, looking at the total of £250 through our lenses of fairness and reasonability, I find that the total is towards the higher end of what this service would award. I say this looking at our website at the section which covers an award of up to £300. We say 'An award between £100 and £300 might be fair where there have been repeated small errors, or a larger single mistake, requiring a reasonable effort to sort out. These typically result in an impact that lasts a few days, or even weeks, and cause either some distress, inconvenience, disappointment or loss of expectation'

Therefore, in view of the error, Barclays' ownership of the error and its consequences, and the more-than-fair offer of compensation, I cannot reasonably ask them to do any more.

My final decision

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 27 May 2024.

Chris Blamires
Ombudsman

