

The complaint

Mr M has complained that Barclays Bank UK PLC (“Barclays”) failed to make reasonable adjustments for him. He is also unhappy with how his calls were handled when he spoke to Barclays about what adjustments it could make for him.

What happened

- On 17 September 2024, Mr M asked Barclays if it can send all correspondence only by email and asked that emails sent to him come with a yellow background - so as to accommodate his different needs. However, Barclays said that email was not a secure method of communication and therefore explained that it was unable to accommodate his request to send *all* communication by email. Unhappy with this Mr M asked to make a complaint, he was also unhappy that he was put on hold longer than the estimated wait time that he was given.
- On 19 September 2024, Barclays discussed the matter further with Mr M to understand what changes he wanted. However, Mr M felt that Barclays was being dismissive of his requests.
- On 23 September 2024, Barclays spoke to Mr M about his complaint and issued its final response to the complaint on the same day. It didn’t uphold the complaint.

Unhappy with how Barclays handled matters, Mr M referred his complaint to this service.

One of our investigators assessed the complaint. Overall, they didn’t think that Barclays had acted unfairly in regards to Mr M’s reasonable adjustment requests. But they did think the way Mr M was spoken to was unreasonable, and recommended Barclays pay Mr M £50.

Barclays didn’t agree with the investigator’s assessment, so the matter was referred for an ombudsman’s 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.

Having reviewed everything I uphold this complaint, for broadly the same reasons as the investigator. I will explain why.

As the investigator explained, our service is unable to make findings on whether or not something constitutes discrimination under the Equality Act 2010. This is because this service is an informal alternative to the courts.

If Mr M wants a finding as to whether or not Barclays’ decision to not communicate with him by email only - with a yellow background - is a breach of the Equality Act 2010, he will need to pursue it through the courts. This is because only a judge can give a formal decision on whether or not a piece of legislation has been breached.

All I can consider is whether or not Barclays has acted in a fair and reasonable manner in this matter. Although, to do that, I will take a number of things - including the Equality Act 2010 - into consideration. And to help me decide this complaint, I have considered everything that has been provided – which includes the call recordings of the conversations that Mr M had with Barclays about this matter.

Barclays explained that it is unable to send all communication to Mr M by email, because it said that email is not a secure format. Barclays said that, although it may occasionally send emails out to its customers, it wouldn't do this for all communication - especially if the communication contains sensitive personal data. Barclays says it is obliged under the data protection laws to keep personal data safe and this was why it wouldn't be able to send all communications to Mr M via email as he'd requested.

However, Barclays did confirm that it would adjust the size of the font for Mr M, to a larger size, to help make it easier for Mr M to read. Barclays confirmed that Mr M should also be able to view bank statements and documentation through its banking app, which Mr M confirmed he had access to.

In addition to the above, Barclays also sent Mr M a link to the accessibility section of its website. Under this section of the website, it explains what adjustments are available to account holders. This includes explaining how Mr M could change the colour scheme on his computer to better suit his needs and also how he can zoom in and out when looking at documents.

It also explains that Mr M can ask Barclays to provide him with an overlay (which are available in a number of different colours) which again, he may find will assist him reading both paper documents and also his computer screen. Should Mr M want a coloured overlay to help him read documents, he will need to contact Barclays directly to request this.

Having considered the options and information that Barclays provided to Mr M, I think that it has taken reasonable steps (albeit not exactly what Mr M wanted) to accommodate Mr M's needs. And as the investigator explained, it is beyond the remit of this service to tell Barclays how it should operate. But overall, I think Barclays' response to Mr M's request for adjustments to how it communicated with him was reasonable in the circumstances.

One of the concerns Mr M raised was that, when he called Barclays, he was told that the wait time would be 6 minutes, but he ended up waiting around 13 minutes. I recognise that this may've frustrating for Mr M, but I can't say that the wait time was particularly unreasonable.

Also, I think it's fair to say that any stated wait times can only be estimates, because the duration of the phone calls of the customers ahead of Mr M in the queue will obviously vary a great deal, depending on what is being discussed. And Barclays did apologise for the wait time being longer than estimated – which in my view is a reasonable response to this point.

Finally, Mr M says that the member of staff he spoke to was dismissive of his concerns. I've listened to the calls, and during the call on 19 September 2024, I note that the member of staff was exploring what adjustments Mr M needed. But, at the same time, I can see why Mr M may've thought that the person was being dismissive. Indeed, whilst it may not have been the member of staff's intention, it did come across at one point that they were being sarcastic about what Mr M wanted – specifically about what Mr M would do with the bank statements

and whether his wife would help him with them or not. Therefore, I think that the award recommended by the investigator was not unreasonable for the dissatisfaction that was clearly caused to the consumer by how the call was handled.

Putting things right

To put matters right, I require Barclays to pay Mr M £50 for the distress and inconvenience caused to him by the handling of his telephone call concerning his request for adjustments to be made.

My final decision

Because of the reasons given above, I uphold this complaint, and require Barclays Bank UK PLC to do what I have outlined above, to put matters right, in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 February 2025.

Thomas White

Ombudsman