

## **The complaint**

Mr P complains that Tesco Personal Finance Limited trading as Tesco Bank stopped sending him statements by post without telling him.

## **What happened**

Mr P has a Tesco credit card. In late 2024, he complained to Tesco that because it stopped sending him monthly statements by post, he didn't make his September and October 2024 payments when due. This led to Tesco blocking his credit card, which in turn meant that a retailer declined his order. Mr P says that Tesco's mistake meant he made a false complaint to Royal Mail about non-delivery of the statements.

Mr P says that his credit score has been negatively impacted. He's unhappy that the retailer views him as a bad risk and says that if Tesco has emailed his statements, they have been sent to a stranger.

Mr P wants Tesco to apologise to the retailer and Royal Mail and pay him compensation.

Tesco said that Mr P changed his preference to e-billing via the mobile app on 15 August 2024. Tesco said it sent Mr P email notifications to view the statements and that if he'd not received these, he should let it know. Tesco said it couldn't find any evidence that the missed payments had impacted Mr P's credit file.

Our investigator didn't uphold Mr P's complaint. She explained that Tesco has supplied evidence of the changes made to Mr P's account on 15 August 2024 and sent this evidence to him. Our investigator couldn't agree that September 2024 was the first time Mr P had made his credit card payments late – this also happened in June and July 2024.

Our investigator was satisfied that Tesco acted promptly when Mr P complained. It restarted postal statements and removed the late payment charges and additional interest. Our investigator noted that Tesco had not reported the late payments to the credit reference agencies but invited Mr P to supply a copy of his credit file so she could investigate further.

Our investigator said she'd not seen anything to suggest that Tesco sent statements by email to an unauthorised third party. As our investigator didn't think Tesco made a mistake with Mr P's account she didn't ask it to apologise to the retailer or the Royal Mail or pay compensation.

Mr P responded to our investigator's view by saying that the unresolved issue was where Tesco had sent his credit card statements. He wanted Tesco to indemnify him against any potential losses due to fraud.

Mr P was then unhappy about the time that Tesco was taking to respond to his data subject access request (DSAR)

Our investigator explained that if Mr P were unhappy about the way Tesco dealt with his DSAR – including any concerns about it not supplying copies of the email notifications

and/or statements, he would need to raise this as a fresh 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 realise that I have summarised this complaint in less detail than the parties and that I have done so using my own words. The rules which govern us, together with the informal nature of the Financial Ombudsman Service, allow me to take this approach. But this doesn't mean I have not read and considered everything the parties have supplied to us. Where evidence is contradictory, I reach my decision on the balance of probabilities – in other words what I consider is more likely to have happened in light of the available evidence and wider circumstances.

I am sorry to disappoint Mr P but I am not asking Tesco to take any action in response to his complaint and will explain why.

The evidence supplied by Tesco shows that in August 2024, Mr P changed his preferences to paperless billing. So, I can't fairly find that Tesco made a mistake when it didn't then send statements by post. Tesco has supplied system screenshots which show the contact email it has on file for Mr P is the same email address as our service holds for him. I understand that Mr P says he didn't receive these emails, but Tesco has no record of any emails being returned as undelivered. I am therefore persuaded that Mr P should have received the statement reminder emails. It was then up to him to log into his online banking to view or download a copy of his statement. Tesco has already refunded the late payment fees and interest, which I consider was more than fair in the circumstances. As, I don't find Tesco made a mistake which caused Mr P to miss any payments, I don't require it to compensate him further or apologise to any third party.

I appreciate that Mr P is concerned about a stranger having access to his statements and would like Tesco to indemnify him against future losses. But for the reasons I have outlined above, I am satisfied that any statement reminder emails Tesco sent, would have been sent using Mr P's correct email address.

It may help to reassure Mr P to explain that the emails which Tesco sent to him would not have included a copy of his statement. Instead, the emails would have prompted Mr P to log into his online banking to review the statement. So, even if the emails went astray – which I have no reason to believe they did – the person receiving them would need to have Mr P's log in details in order to access the statements online. This makes it unlikely that an unauthorised third party could view his statements.

If in the future, Mr P discovers that Tesco has mistakenly shared his personal information with a third party, he could raise his concerns at that point. But for now, I have no reason to believe that Tesco made a mistake, so it would be unfair for me to require it to indemnify Mr P against future losses due to fraud.

As our investigator has explained to Mr P, if he's unhappy with the way Tesco responded to his DSAR, including not supplying copies of the statement reminder emails, he would need to raise this as a separate complaint.

For the reasons outlined above, I am satisfied that Mr P enrolled for paperless billing in August 2024, so I can't find that Tesco stopped his paper statements by mistake. And the evidence shows that Tesco sent statement reminder emails to Mr P's correct email address. So, I don't uphold his complaint.

**My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 15 April 2025.

Gemma Bowen  
**Ombudsman**