DRN-5757067

The complaint

Ms L complains that Shawbrook Bank Limited won't provide her with printed communications about her ISA including sending a paper statement in the post.

What happened

Ms L says that not having a paper statement has caused her frustration, financial loss and that she has wasted time on this issue. She says she has a right as a consumer and under relevant regulations for communications by post. And she says that the terms and conditions of the account don't exclude a paper statement for example being sent.

Shawbrook Bank said it hadn't made a mistake. It said that it operated as an online bank and wasn't obliged to send documents by post. It said that documents about the account were uploaded to its online portal and could be viewed, downloaded, and printed. It said that Ms L had made a similar complaint to this service before about her previous ISA maturity instructions not being sent in the post and that this hadn't been upheld.

Our investigator didn't recommend that Shawbrook Bank do anything more. She said that the key product information about the ISA set out that it was managed online or by phone. The regulations and guidance to financial businesses in 'The Banking: Conduct of Business Source Book (BCOBS)' referred to the need for information to be sent *'on paper or in another durable medium'*. And she said that the Financial Conduct Authority has stated that financial businesses can provide communications through durable mediums, such as secure online portals, provided that as here a customer is notified when a new document is available; and the document can be stored and reproduced in an unaltered form.

Our investigator had provided Ms L with relevant parts of the regulations. And said that it was open for Shawbrook Bank to communicate in this one way with Ms L. She noted Ms L's point about the terms and conditions and that Shawbrook Bank had stated it would send a paper statement if the information couldn't be accessed from the online portal.

Ms L didn't agree and wanted to know why it was Shawbrook Bank and not her that could decide on the means of communication. This was against her consumer and human rights and she thought that this was about saving money. Ms L said that the terms and conditions never said that the use of the online portal and postal delivery were exclusive. She wanted an ombudsman to 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 note that reference has already been made to Ms L making a similar complaint. I distinguish this complaint here though. Ms L has shown in this complaint and it isn't in dispute that she requested paper communication a period after this ISA was opened. Ms L has also referred to a specific part of the terms and conditions that address the potential for paper communication. I provide extracts of those I consider relevant here:

‘6.3 Most communications will be by Secure Message…

6.7 At the frequency stipulated in the Key Product Information, but at least annually, We will send You a statement by Secure Message, You will be invited to log into Your Personal eSavings Account to access the statement by email showing the transactions passing through Your account. You should check each statement carefully and let Us know immediately if anything appears incorrect. You can also check this information at any time by logging in to Your Personal eSavings Account. We will also set out the current interest rate for Your account on these statements.

6.8 In certain circumstances You can request a paper statement from Us.

6.9 Where We are unable to send a statement electronically, We will send a paper statement by post to the account holder registered for the Personal eSavings Account …’

I’m satisfied from the evidence provided by Shawbrook Bank that Ms L had been able to log into the portal regularly after this account was opened. Ms L referred to her circumstances changing but she’s not explained in what way. And demonstrated for example that she’s unable to access her statements and documents online or why this has become unreasonable for her to do. There isn’t evidence to support what loss if any that’s caused her in this complaint.

My assessment

Our investigator has already referred to the key product information stating that this ISA is operated online or by post. She’s also referred to relevant regulations and guidance about what is a durable medium and I’ve taken those into account here. Ms L has been in a position to access account information through the online portal. That is the process which Shawbrook Bank uses to provide documents in a durable medium and I don’t have a basis to find that this is a mistake.

I need to think about whether this approach creates unfairness in the specific circumstances for Ms L. And whether as a result Shawbrook Bank should have sent Ms L documents by post following her request. Ms L hasn’t evidenced any particular vulnerability say or accessibility issue. Or explained why this is unfair for her other than it isn’t her preference and that it’s her right to choose. I’m afraid having considered what she’s said carefully I don’t find that Shawbrook Bank has acted unreasonably in providing this information to her on the online portal only. If Ms L doesn’t accept my decision, she remains free to pursue this matter in court and subject to any relevant timescales.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Ms L to accept or reject my decision before 26 September 2025.

Michael Crewe
Ombudsman