

## **The complaint**

Mr S complains that Barclays Bank UK PLC trading as Barclaycard has sent him electronic communications at unsociable times.

## **What happened**

Mr S complains that he's received electronic communications from Barclaycard during unsociable hours. In particular he's unhappy that he received an email at around 6.00am advising him that his statement was available and an email relating to a complaint after 9.00pm.

Mr S believes that this is a breach of the relevant regulations in the Consumer Credit Sourcebook. He complained to Barclaycard.

Barclaycard didn't uphold the complaint. It said the email sent to Mr S about his statement was a service message not a marketing communication. It explained that these messages are sent automatically when a statement becomes available regardless of the time and are designed to keep customers informed about account activity as soon as possible. Barclaycard said the regulations apply to telephone communications but not emails.

Mr S remained unhappy and brought his complaint to this service. He doesn't accept that the relevant regulations apply only to telephone communications.

Our investigator didn't uphold the complaint. She said she hadn't found any evidence to suggest that Barclaycard had done anything wrong or breached the regulations.

Mr S didn't agree. He said it was reasonable to expect that communications shouldn't be received between 11.00pm and 7.00am and that he was entitled to a private life under the Human Rights Act.

Because Mr S didn't agree I've been asked to review the 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 know it will disappoint Mr S but I agree with the investigators opinion, I'll explain why.

Firstly, I'd like to acknowledge Mr S's unhappiness about the timings of the communications he's received. I understand that he feels very strongly that he shouldn't receive communications at what he considers to be unsociable hours.

In order to uphold this complaint, I would need to be satisfied that Barclaycard has done something wrong. Mr S has referred to the CONC Handbook, so I'll begin by looking at what this says.

The relevant section in CONC is 7.9. Section 7.9.4 states that a firm mustn't contact

customers at unreasonable times and must pay due regard to the reasonable requests of customers in respect of when, where and how they may be contacted.

There's no definition of "unreasonable time" in CONC. I appreciate that Mr S believes that it's unreasonable for him to receive a statement alert at 6.00am, and an update in relation to a complaint after 9.00pm.

Whether a 6.00am statement alert is unreasonable depends on a number of factors, including industry standards, legal regulations and customer expectations. But generally, a statement alert at 6.00am wouldn't be considered to be unreasonable. I'll explain why.

All lenders and financial institutions are legally required to provide timely statements. The time that statements are issued is often as a result of scheduled automated system processes that run overnight to ensure that all data is current for the start of the business day. Early morning hours (often between midnight and 6.00am) are common times for financial institutions to perform system updates and send out automated notifications. Most banks and financial apps provide settings that allow customers to customise their notification preferences, including the types of alerts they receive. If a customer finds the timing of an alert inconvenient, it's usually possible to adjust alert preferences within the bank's mobile app or online banking portal.

Mr S has referred to an email regarding a complaint which he received after 9.00pm. Barclaycard hasn't been able to find an email that was sent by a complaint handler directly to Mr S at this time, but it has found an automated update email that was sent after 9.00pm.

In its final response Barclaycard said that section 7.9.4 refers to phone calls only and not emails. In my view, the section is likely intended to refer to all forms of contact with a customer, but the scope of the rule is focussed on communications within the context of consumer credit particularly when dealing with arrears, default and recovery of debt. And as I've said above, there's no definition of what an unreasonable time is. On balance, I'm not persuaded that an automated statement alert at 6.00am or an automated complaint update at 9.00pm breaches the spirit of the section.

I'm not persuaded that Barclaycard has done anything wrong here. So I won't be asking them to do anything further.

Finally, Mr S has mentioned the Human Rights Act. This service isn't able to comment on whether there's been a breach of this legislation. Only a court can do that.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 January 2026.

Emma Davy  
**Ombudsman**