

The complaint

Mr O complains that Barclays Bank UK PLC were partially responsible for his Data Subject Access Request (DSAR) being damaged and left in an unsecure area. He also complains they gave him poor customer service.

What happened

Mr O requested a DSAR from Barclays and this was sent to his address via a courier. Mr O says that the DSAR was left without being signed for, and it was left at his backdoor on a window ledge. Mr O says that this appeared to be damaged, it had black tape around it, and it was facing up. Mr O was promised a call back from Barclays with the tracking number after he had contacted them for it, but he did not get a call back as promised. Mr O made a complaint to Barclays.

Barclays partially upheld Mr O's complaint and they paid him £100. They said on 18 September Mr O contacted them to request a DSAR, which was sent by a secure courier, and he asked for a tracking number. They said the call handler told Mr O that she would ring Mr O back with the tracking number as soon as this was generated and provided to Barclays, but the call handler was unable to call Mr O due to unforeseen circumstances. Barclays said although this wouldn't have impacted the DSAR delivery, and Mr O was out of the country when the package was delivered, they should have called him with the tracking number. Barclays said they had sent the DSAR to Mr O's address and it was the responsibility of the courier to ensure he received the document. Mr O brought his complaint to our service.

Our investigator did not uphold Mr O's complaint. She said Barclays' only responsibility was to send the DSAR, and they've evidenced they've done this, so their responsibility for it arriving as intended ended at this point as the delivery was the responsibility of the courier. She said Barclays accepted they delayed giving the tracking number to Mr O, but as this delay didn't impact on the parcel being delivered, she thought the compensation paid of £100 was fair compensation. Mr O asked for an ombudsman to review his 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'd like to make it clear to Mr O that I am only able to look into the actions of Barclays as part of this complaint and not the courier. This is because this complaint is about Barclays. Mr O may be able to make a separate complaint to the courier about the role they played in the events that happened. He may also want to contact the Information Commissioners Office (ICO) if he believes the courier hasn't handled his personal data as they should have done.

I can sympathise with what happened to Mr O here. My understanding is that he was out of the country at the time the courier had left his parcel, and he was under the impression he would have had to sign for the DSAR. So it would have been very distressing to not only find out the courier said the DSAR had been successfully delivered, but it was actually left at his

backdoor on a window ledge and it was damaged with black tape being wrapped around the DSAR.

Barclays have confirmed to our service that they wouldn't have sent the DSAR out if it was damaged. In the event a package was damaged, they've told us it would have been handed back to their print team for repackaging. I'm not persuaded that Barclays would pass a DSAR to the courier with black tape around it, as they could easily print a new DSAR and give this to the courier if it was damaged originally.

Barclays responsibility is to ensure they give the courier the correct address for the delivery. Once it is passed to the courier, the condition the DSAR arrives in, or whether the courier staff have followed the courier procedures, would be out of Barclays control. I'm satisfied that Barclays did give Mr O's correct address, based on the DSAR being left on Mr O's window ledge (albeit it shouldn't have been left there). So I'm satisfied that Barclays had met their responsibilities in arranging the DSAR to be sent to Mr O. And therefore I'm unable to ask them to do anything further in this respect, such as Barclays raising a complaint with the courier. I say this as Barclays had met their responsibilities to Mr O, therefore this would be a matter between Mr O and the courier company with what happened once the courier was in possession of the DSAR.

I've considered the service Barclays gave Mr O. A call handler told Mr O that she would give Mr O a call with the tracking number. I can see from Barclays notes that they got the tracking number on 22 September 2023. But the courier's confirmation of delivery showed the document was delivered on 20 September 2023. So I'm not persuaded that Mr O would have been able to affect the delivery such as rescheduling it for a different day or asking the courier to deliver this to a different address if either of these options (or further options) were offered by the courier prior to the delivery.

But it would have been distressing for Mr O to not receive a call back after he was promised one. And it appears from the complaint notes that I've read, that this caused Mr O inconvenience as he rang Barclays on at least two occasions regarding the call back where different call handlers left messages for the original call handler to ring Mr O back. Unfortunately the call handler didn't return back to the office until 28 September 2023, which further delayed things. Barclays paid Mr O £100 for the service issues here. I'm satisfied that this is proportionate for what happened here. It is in line with our awards for the poor service provided by Barclays. But as Barclays have evidenced they have paid the £100 to Mr O, it follows I don't require Barclays to do anything further.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 12 March 2024.

Gregory Sloanes
Ombudsman