

## **The complaint**

Mr D is unhappy with the service he received from Sainsbury's Bank Plc surrounding a request he made to them to send closing statements for his accounts.

## **What happened**

Mr D had two accounts with Sainsbury's which he closed in August and October 2023 respectively. In January 2024, Mr D contacted Sainsbury's as he hadn't received closing statements for either of his accounts and he needed to provide those closing statements to a mortgage lender to enable a house purchase that he was trying to make to go through.

Sainsbury sent the closing statements to Mr D, but he only received a closing statement for one of his accounts. Mr D called back and re-requested the closing statement for the other account, but again this wasn't received by him. Mr D then had to call Sainsbury's on several further occasions before eventually receiving the closing statement for the other account in early February 2024. Mr D wasn't happy about the service he'd received from Sainsbury's surrounding this matter, so he raised a complaint.

Sainsbury's responded to Mr D and confirmed that on all occasions they had posted the statements to Mr D as requested, and they didn't feel that they were responsible for Mr D not receiving the statements that had been posted to him. However, Sainsbury's did acknowledge that when Mr D had first spoken with them in early January 2024, he'd been given conflicting information about how the statements would be sent. Sainsbury's apologised to Mr D for this and made a payment of £100 to him as compensation for any trouble or upset he may have incurred as a result. Mr D wasn't satisfied with Sainsbury's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they felt that the response Sainsbury's issued to Mr D already represented a fair resolution to what had happened. Mr D remained dissatisfied, so the matter was escalated to an ombudsman for a final 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.

Sainsbury's have demonstrated to my satisfaction that they did post account closing statements to Mr D when his accounts closed in August and October 2023 respectively, and that these statements were posted to Mr D's correct address. And Sainsbury's have also demonstrated to my satisfaction that they also posted account closure statements to Mr D on several occasions in January 2023, when Mr D called and asked them to, including by recorded delivery on two occasions.

I don't doubt Mr D's testimony that, on most of the occasions described above, he didn't receive the statements that Sainsbury's posted to him. But I don't feel that it can be fairly or reasonably said that this was Sainsbury's fault.

I say this because, as explained, I'm satisfied that Sainsbury's did post the account closure statements to Mr D, and that they were posted to the correct address. And I wouldn't hold Sainsbury's accountable for the non-delivery of correctly addressed post – given that the delivery of post is undertaken by a postal service over which Sainsbury's have no direct control.

Accordingly, while I acknowledge that Mr D was frustrated and inconvenienced by having to call Sainsbury's on several occasions in January 2024 to chase and re-request account closure statements, I don't feel that Sainsbury's should be fairly considered responsible for his frustration and inconvenience – because, ultimately, it wasn't Sainsbury's fault that Mr D wasn't receiving the statements that Sainsbury's were correctly posting to him.

Additionally, when Mr D did call Sainsbury's to chase the statements, I don't feel that he received poor service from Sainsbury's. Rather, Sainsbury's reissued the account closure statements to Mr D at his requests, including by recorded delivery on two occasions, which led to Mr D finally receiving the statements he needed in early February 2024. And it follows therefore that I won't be upholding this aspect of Mr D's complaint.

In their initial response to Mr D's complaint, Sainsbury's awarded £100 compensation to him for their agents providing conflicting information about how the statements would be sent. This compensation amount feels fair to me, given that it's only in relation to the inaccurate information that Mr D received from Sainsbury's and given that I don't feel that Sainsbury's have acted unfairly in any other way. And I don't feel that any further action is reasonably required from Sainsbury's in this regard.

All of which means that I won't be upholding this complaint or instructing Sainsbury's to take any further or alternative action here. This is because I don't feel that Sainsbury's should fairly be considered responsible for Mr D not receiving the statements they correctly posted to him, and because I feel that Sainsbury's have already provided fair compensation to Mr D for the conflicting information that they gave him.

I realise this won't be the outcome Mr D was wanting. But I hope that he'll understand, given what I've explained, why I've made the final decision that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 29 July 2024.

Paul Cooper  
**Ombudsman**