

## The complaint

Mr S is unhappy that Barclays Bank UK PLC sent his account statements to his ex-wife's address and with the service he received from Barclays surrounding that.

## What happened

Mr S and his ex-wife (whom I'll refer to as 'X') were joint holders of a Barclays account. X contacted Barclays and removed herself from the joint account. But Barclays added X's new address to the account – on which Mr S was left as the sole account holder – in error. This meant that Barclays then sent Mr S's account statements to the new address given to them by X, and Mr S was able to view X's new address on his internet banking profile. Mr S wasn't happy about this, so he raised a complaint.

Barclays apologised to Mr S for what had happened and corrected the address on his profile. Barclays also confirmed that they had reported the matter as a data breach incident, and they offered to pay £250 to Mr S as compensation for any upset and inconvenience he may have incurred because of their mistake. Mr S wasn't satisfied with Barclays' response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they felt the response that Barclays had issued to Mr S's complaint, including the corrective action and offer of £250 compensation, already represented a fair resolution to what had happened. Mr S 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.

I issued a provisional decision on this complaint on 1 December 2023 as follows:

*I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.*

*Barclays have acknowledged that they made a mistake here by updating the address on the joint account to X's new address before then removing X from that account and leaving her new address on it. Where a business accepts that it made a mistake, what this service would expect is that the business would take the corrective action necessary to rectify that mistake.*

*In this instance, I feel that Barclays have done that here. And this is because they've removed X's address from Mr S's account and changed the address back to Mr S's.*

*Barclays have also accepted that a data breach took place here, and they've reported that data breach and logged it with their relevant team. As explained above, this service isn't a*

*regulatory body. Our investigator has referred Mr S to the Information Commissioner's Office ("ICO") which is the relevant regulatory body regarding matters of data protection.*

*What I can consider here is the impact that Barclay's mistake and the events surrounding it have had on Mr S. For instance, Mr S has detailed the trouble he experienced when trying to draw Barclays' attention to this matter. This includes a series of telephone calls Mr S made to Barclays from when he first reported the matter to them in early November 2022 to when they accepted they had sent his account statements to X approximately a month later.*

*Barclays have apologised to Mr S and offered £250 to him as compensation for the trouble and upset he's incurred here. But while I commend the spirit of Barclays offer, I don't feel that it takes sufficient consideration of the worry and frustration that Mr S has experienced.*

*I say this not only because of the several phone calls that Mr S had to make until Barclays correctly understood what had happened, but also the fact that this matter involved Mr S's ex-wife. And in consideration of these points, and the general framework which this service uses when assessing compensation amounts, I'll be provisionally upholding this complaint in Mr S's favour and instructing Barclays to pay an increased amount of £400 to Mr S – which I feel more fairly compensates him for the impact he's incurred.*

*I note that Mr S has referred to a fee schedule that he has drawn up which he feels should be taken into account here. But this service doesn't consider such schedules or hourly rates when assessing compensation. This is because this service doesn't any one person's time to be any more or less valuable than any other person's time. And, given all that I've considered here, as described above, I feel that £400 is a fair compensation amount.*

In my provisional decision letter, I gave both Mr S and Barclays the opportunity to respond and provide any comments or new information they might wish me to consider before I moved to a final decision. Barclays confirmed they were happy to accept my provisional decision, whereas Mr S did not respond.

As such, I see no reason not to uphold this complaint in Mr S's favour on the basis described in my provisional decision. And I therefore confirm that I do uphold this complaint in Mr S's favour on that basis accordingly.

### **Putting things right**

Barclays must make a payment of £400 to Mr S.

### **My final decision**

My final decision is that I uphold this complaint against Barclays Bank UK PLC on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 February 2024.

Paul Cooper  
**Ombudsman**