

The complaint

Miss A is unhappy that TSB bank plc sent account statements to an incorrect address.

What happened

Miss A contacted TSB and asked for her account statements from 2014 to be sent to her. TSB sent the requested statements to an old address they held for Miss A in error. And when the unintended recipient passed the envelope containing the statements to a family member of Miss A it was found that the envelope had been opened. Miss A wasn't happy about this, so she raised a complaint.

TSB responded to Miss A and said that because of the number of statements Miss A had requested, it might have been the case that a mailing may have been addressed incorrectly. And TSB asked Miss A to send a photo of the incorrectly addressed mail. Miss A sent TSB a photo as requested. But following this, TSB didn't get back to Miss A in a timely manner. So, Miss A referred her complaint to this service.

One of our investigators looked at this complaint and liaised with Miss A and TSB about it. At this point, TSB explained that following a review of the photo Miss A had sent to them, they accepted that they had sent some statements to an incorrect address. TSB apologised to Miss A for the incorrectly sent mail and offered to pay £300 to her as compensation for any trouble and upset she may have incurred.

Our investigator felt that TSB's apology and offer of £300 compensation was a fair outcome to what had happened. But Miss A didn't feel TSB's offer went far enough given the severity of what had occurred. 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 note that Miss A has provided several detailed submissions to this service regarding her complaint. I'd like to thank Miss A for these submissions, and I hope she doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Miss A notes that I haven't addressed a specific point she's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both Miss A and TSB. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

I'd also like to confirm 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 when arriving at our decisions, 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.

I highlight the above because Miss A feels strongly that a breach of her personal data has occurred here. But it isn't for this service to declare whether a data breach has or hasn't occurred. That would be for the Information Commissioner's Office ("ICO") – the relevant regulatory body in this instance – to decide and act upon. And I note that Miss A has referred this aspect of her complaint to the ICO.

What I will be considering here is whether I feel TSB have acted in an unfair manner and, if I feel that they have, whether I feel that any further or alternative action is required from TSB to fairly resolve the situation.

In this instance, TSB have accepted that they sent Miss A's account statements to an incorrect address. And they've apologised to Miss A for this and explained why the mistake occurred. Finally, TSB have also offered to make a £300 payment to Miss A as compensation for any upset or inconvenience she may have incurred.

Where a business acknowledges that it made a mistake, as TSB have here, I first need to assess whether I feel that business should be instructed to take any corrective action relating to that error.

TSB have explained that what happened here is that the mailing in question was sent to an old correspondence address that Miss A previously had recorded with them in error. And TSB have confirmed that they do hold the correct address for Miss A moving forwards. Additionally, I'm aware that Miss A was able to obtain replacement copies of the statements in question.

As such, I'm satisfied that there is no further corrective action that TSB should be instructed to take to resolve the mistake that was made. If Miss A feels upon review that TSB don't hold her correct address, she can update her address with TSB at any time.

I've also considered whether I feel TSB's offer to pay £300 compensation to Miss A is a fair and reasonable offer, given what happened.

Matters of compensation can be subjective. But on reflection, I feel that TSB's offer of £300 is a fair and reasonable one here, and I can confirm that it's commensurate with what I might have instructed TSB to pay Miss A, had they not already offered to do so.

In taking this position I've considered the emotional impact that the delivery of the statements to the incorrect address had on Miss A, as she's described it to this service. And I've also considered the trouble and inconvenience Miss A incurred in having to quickly obtain the statements from TSB – which she needed for an important appointment.

But I've also considered that Miss A was able to obtain the statements in time for her appointment so that there was no significant detriment to her in this regard. And I've also taken into account TSB's reassurances to Miss A that the information contained within the statements isn't sufficient, in and of itself, to enable a potentially unauthorised party to pass TSB's security protocols and access her account.

Finally, I've also considered the general framework which this service uses when considering compensation amounts for upset and inconvenience – details of which are on this services website. And, taking all these factors into account, I feel that £300 is a fair compensation amount.

All of which means that I feel that the apology and offer of £300 compensation that TSB have made to Miss A already represents a fair resolution to this complaint. And it follows from this that while I will be upholding this complaint in Miss A's favour, I'll only be doing so to instruct TSB to pay the £300 compensation to Miss A that they've already offered to pay.

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

Putting things right

TSB must make a payment of £300 to Miss A.

My final decision

My final decision is that I uphold this complaint against TSB bank plc on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 30 January 2024.

Paul Cooper
Ombudsman