

The complaint

Mr W complains that Link Financial Outsourcing Limited shared his information with a third party.

What happened

Mr W has an account that is managed by Link. In 2007, whilst unwell, Mr W appointed his wife (Mrs W) and a third party (Ms S) to act on his behalf and deal with Link.

In January 2008 a payment arrangement for £50 a month was agreed. Around the same time, Mr W wrote to Link and asked for a paying in book or account details to make payments. Mr W also asked for future communication to be sent to Mrs W's email address and not to call. Mr W also asked that future correspondence should be directed to Mrs W.

Payments have been made on that basis ever since. In September 2021 Link contacted Mr W about the arrangement as it wanted to complete a review. Mr W responded and said he was willing for the existing arrangement to continue. Mr W also offered a one off payment to settle the debt.

Link emailed Mr W and asked him to confirm the source of the funds he was intending to use to settle. Mr W responded to say the savings had come about due to a temporary reduction in commuting costs.

Link says it had further questions so took the decision to call the number it had on file. The telephone number belonged to Ms A who was still named as a third party with authority to discuss Mr W's account on Link's systems. Ms A successfully answered the security questions and Link asked about Mr W's circumstances.

Mr W went on to raise a complaint with Link. Mr W explained that he is no longer connected with Ms A and was concerned that private information had been shared with her without his consent. Link responded to Mr W's complaint but didn't agree it had acted unfairly. Link said Mr W had given Ms A third party authority to discuss his account with it in September 2007 and hadn't withdrawn it. Link also said it wanted to discuss Mr W's settlement offer more efficiently so called the only telephone number it had on file.

An investigator at this service looked at Mr W's complaint and upheld it. The investigator thought a letter Mr W sent in 2008 should've told Link he wanted to remove Ms A from his account. They asked Link to pay £500 for the distress and inconvenience caused. Link didn't agree with the investigator so Mr W's complaint has been passed to me to make a 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.

In its response to the investigator, Link said it hadn't received an instruction from Mr W to remove Ms A from his account. Link has highlighted Mr W's letter from January 2008. I

agree that letter doesn't include a request for Link to remove Ms A from the account. But Mr W did make some specific requests in his letter to Link. Mr W said:

I would also ask that all future communication be in either writing or by email (to Mrs W), please note that telephone calls will not be answered.

Would you please direct all correspondence to my wife, Mrs W, at the above address as she is dealing with my affairs at the present time.

Link says it called the only telephone number it had on file (which belonged to Ms A) after it received an email from Mr W offering to settle the outstanding balance. But Mr W had given instructions that all correspondence should've been made by email to Mrs W's address.

Link says Ms A was able to answer security questions and provided information about Mr W's circumstances. But Mr W is the account holder and has told us he no longer has any connection with Ms A. I'm satisfied that's the case.

Given the length of time (over a decade) since Link had spoken with Ms A who only ever had third party authority to discuss Mr W's account, I'm surprised it disregarded his communication preferences. Mr W clearly asked all future correspondence to be made by email and for no phone calls. And Mr W made his offer by email. I think the fairest approach if Link was unsure how to contact Mr W would've been to check rather than call Ms A.

Our investigator recommended Link pay Mr W £500 for the distress and inconvenience caused by contacting Ms A. Mr W has given us some very personal information about his mental health and why sharing information with someone he is no longer connected to is particularly upsetting. In Mr W's circumstances, I can understand why he found Link's actions to be so distressing.

I also think it's fair to note that even after Mr W complained to Link, it didn't remove Ms A from his account. Instead Link's final response asked Mr W to confirm that's a step he wanted it to take. I can understand why this caused additional upset for Mr W given the complaint he'd made.

Having considered everything Mr W has told us, I'm satisfied the issues raised have had a significant impact on him. In my view, a figure of £500 fairly reflects the level of distress and inconvenience caused to Mr W. As a result I'm upholding Mr W's complaint and directing Link to pay him £500 for the distress and inconvenience caused by its actions.

My final decision

My decision is that I uphold Mr W's complaint and direct Link Financial Outsourcing Limited to pay him a total of £500 (less any compensation already paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 2 June 2022.

Marco Manente
Ombudsman