

The complaint

Miss D complains that Barclays Bank UK PLC revealed her address to an abusive ex-partner.

What happened

Miss D had a current account with Barclays. In 2019, Miss D and her children moved to a different area, to escape an abusive ex-partner. The ex-partner had been violent towards Miss D over a period of years, as well as being verbally and emotionally abusive, and she has court orders against him.

Miss D's new address was kept secret, to try to prevent her ex-partner from finding her. She had had to move address to escape him before. Shortly after signing her new tenancy agreement, Miss D received a letter from a third party who should not have been aware of her address. On speaking with the third party, Miss D was told they'd received her address from her ex-partner, which was shocking and very distressing for her. Miss D was deeply concerned that her ex-partner had knowledge of her new address.

Miss D's ex-partner then started harassing her and her children, and arranged for others to harass her. The campaign of abuse Miss D's ex-partner conducted was extensive, including stalking, verbal intimidation and threats, threatening letters and calls, and attempts to break into the property. Miss D was in regular contact with the police about what was happening. She obtained further non-molestation orders from the courts.

Due to the intimidation and abuse, Miss D says she felt unable to remain at the property. She says she and her children spent a number of nights in hotels, as well as staying with friends and family. Miss D says she later lost her job due to the stress caused by the abuse. She says she was unable to apply for benefits due to the emotional toll, and due to lack of consistent internet access. She says that meant she fell into rent arrears. Miss D says her mental health suffered significantly due to what was happening.

Miss D says her ex-partner informed her that he'd received her new address from a member of Barclays' staff, who was a friend of his.

Miss D complained to Barclays. Barclays started an internal investigation. It found that the member of branch staff Miss D believed to have passed her address to her ex-partner had accessed Miss D's records. The member of staff resigned prior to the conclusion of Barclays' investigation and so Barclays' employment investigation did not reach a conclusion on what had happened. But Barclays acknowledged that the staff member appeared to have accessed Miss D's records and shared them with her ex-partner, and offered Miss D £500 compensation for the distress and inconvenience caused to her.

Miss D wasn't happy with Barclays' offer and referred the complaint to our service. She moved her bank accounts elsewhere.

Following our involvement, Barclays made a further offer of a total of £5,000 for the distress and inconvenience to Miss D. Our investigator thought the offer was a reasonable way for

Barclays to put things right.

Miss D disagreed. To resolve things, she wanted a total of £75,000, to reflect the distress and inconvenience caused to her, and to cover her rent arrears and lost income. Miss D would also like Barclays to report the member of staff to the police, as she is very concerned about that individual working for another bank and potentially the same thing happening again.

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.

Firstly, I'd like to say how sorry I am to hear about the abuse Miss D has experienced at the hands of her ex-partner over the last few years. I don't doubt how deeply distressing that has been for her and her children. And I'm sure it was particularly upsetting when, having re-located to a new area for their safety, he was able to find them again and further harass and intimidate her.

I'd like to reassure Miss D that I've carefully considered all of the information she's provided about the campaign of abuse her ex-partner carried out. All our decisions are anonymised, to protect the consumer's identity and data. This is particularly important in Miss D's case, and I have borne that in mind when laying out the facts of the case above. I've not therefore gone into detail about what she's said.

As Barclays has made an offer to resolve Miss D's complaint, it falls to me to decide whether that offer is fair. And in doing so I've taken careful note of what Miss D has said about both the financial losses she says were caused, as well as the wider impact on her.

Miss D has told us that, some months after the data breach, she took two jobs in her chosen field, but lost them both fairly quickly because she found it difficult to manage her employment in the situation she found herself in – in particular, because of the impact on her mental health.

I've looked at the evidence Miss D has provided, including letters from her employer, medical evidence and her testimony. But I'm not persuaded that it would be fair to say that Barclays is responsible for the loss of her employment. The medical evidence she has given us is from 2022, not 2019 (the time of these events), so I can only attach limited weight to it.

And even without the data breach, Miss D had been through a very difficult and traumatic time, which impacted her mental health. I must also bear in mind whether it's foreseeable that a data breach by Barclays would have resulted in Miss D getting and then losing jobs some months later. On balance, I don't think I can say that Miss D would have kept the jobs but for the data breach, and so I don't think I can fairly ask Barclays to compensate Miss D for the jobs she lost some months later.

I also don't think I can reasonably ask Barclays to compensate Miss D for her rent arrears. Miss D would always have needed to pay the rent on the flat whether or not the data breach had happened. She accepts that, but says that she went into arrears because, following the discovery that her ex-partner had her new address and the events that followed, she was unable to complete her benefits claim and so could not pay the rent.

I've considered what she says about this, but I don't think it would be fair to ask Barclays to pay Miss D's rent arrears. This is money she would always have had to pay, and the arrears were later deducted from her benefit at £25 per month, and so will have been mostly paid off

by now. I also bear in mind that it was several weeks after she moved into the property before Miss D became aware that her ex-partner had discovered her new address, and a benefits claim could have been made in that time.

Miss D has also asked us to refund the costs she spent on staying in hotels because she no longer felt safe in her own home. She says she stayed in a number of budget hotels, charging around £40 per night, and also with friends and family. She's not sure how many nights she stayed in hotels or how much the total cost was.

We've asked Miss D to provide evidence of the costs she incurred, but she's not been able to do so. She's told us that the hotels no longer retain any records. And that she's not been able to locate any she might have kept herself. She also said that she couldn't check her bank statements from the time as she didn't have them and no longer banked with Barclays.

To help with this, therefore, we asked Barclays for Miss D's bank statements for the time. I've looked at them carefully. But I can't see any evidence of hotel costs from around this time – either in the form of card payments, or in the form of cash withdrawals for the sort of sums she's told us about.

Unfortunately, without any evidence of the costs incurred, it's not possible for me to make an award here. There's no way for me to know how much Miss D spent. And in fairness to Barclays, I can only award costs where there's evidence of loss.

I've also thought about whether the amount Barclays has offered is fair to compensate her for the considerable distress and inconvenience Miss D was put to when her ex-partner discovered her new address.

Miss D had thought she had a fresh start – escaping years of extensive emotional and physical abuse. I don't underestimate the distress and anxiety she felt on discovering her ex-partner had her new address, or the extreme stress she was placed under during her ex-partner's renewed intimidation and abuse, and the impact that had on her and her mental health. This continued – both directly, and via third parties – even after Miss D got fresh court orders.

Miss D also had to make changes to her day to day routine to try to protect herself and her children, and – as I've outlined above – felt unable to stay in her new home for a considerable period of time. I have borne that in mind when considering Barclays' offer.

I do understand that Miss D wanted a higher award that she could use to start to re-build her life. And I also understand that in many ways money can never compensate her for everything she has been through. But I must also bear in mind that while Barclays accepts fault here and has made a substantial offer of compensation, what Miss D has experienced was because of the actions of her ex-partner, including the very serious incidents that led to her re-location in the first place – before he learned of the new address. I need to separate, as far as possible, the impact that flows directly from Barclays' involvement from the broader circumstances Miss D finds herself in.

I've also thought about the sorts of awards the Financial Ombudsman Service makes in similar cases (including the guidance on awards available on our website). In my view, taking everything into account, I think what Miss D has experienced merits an award at the upper end of the range of awards we generally make. I'm satisfied that Barclays' offer of £5,000 is consistent with that and is fair in all the circumstances.

Finally, Miss D says that the police have told her they can't investigate what happened without a report from Barclays. And while I understand how much she wants this matter dealt

with, I don't think it would be appropriate for me to direct Barclays to report this incident to the police, if it has not already done so. I haven't seen the evidence of Barclays' internal investigation, which in any case I understand didn't conclude before the employee resigned, so I can't say that it found sufficient evidence to justify a report.

Ultimately it's for Barclays to decide what further action was appropriate for it to take against any staff member involved. Barclays has explained that if it is asked to give a reference for the staff member, it will make clear they left during a disciplinary investigation, and I hope that to some extent reassures Miss D over her fears that the same could happen with her new bank.

My final decision

For the reasons I've given, my final decision is that Barclays Bank UK PLC has made a fair and reasonable offer to settle this complaint. I direct it to pay Miss D £5,000 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 17 August 2022.

Simon Pugh
Ombudsman