

The complaint

Mrs D complains about the customer service she received from HSBC UK Bank Plc after she asked it to provide proof of her funds. She says that HSBC also breached data protection law when it emailed her a document that contained her full account details and wasn't password protected.

What happened

In early 2022, Mrs D phoned HSBC and explained that she intended to use funds in her account to buy a property abroad. She asked HSBC to provide her with a consent letter to verify the legitimacy of the funds, so she could share this with the overseas bank.

HSBC said it would arrange for the letter to be sent to her. However, three months later Mrs D still hadn't received what she needed, despite contacting HSBC many times.

HSBC paid Mrs D £150 to compensate her for distress and inconvenience. She was told that the letter she required would be sent by email and the document would be password protected. However, the letter she received wasn't password protected. Mrs D says her initial was incorrect and there were grammatical errors. The letter was on a Word document, it contained her full account details and the word "*public*" was at the bottom of it.

Mrs D contacted HSBC again and the adviser she spoke to managed to email her the letter she required the same day. However, Mrs D was concerned about a breach in data protection. So, the adviser told her that her complaint would be looked into.

In response to Mrs D's complaint, HSBC said there had been no breach and her data was safe. It said the document had been sent to her through an encrypted email which would ensure the communication would not be intercepted.

Mrs D remained unhappy, so she asked our service to consider her complaint. HSBC then offered to pay Mrs D a further £50 but this didn't resolve the matter for her.

Our investigator looked into Mrs D's concerns and recommended HSBC increase its offer of compensation by another £50. She thought a total of £250 would be fair compensation for the length of time it took to resolve the issue with sending the letter. However, she wasn't persuaded that there had been a data breach.

HSBC accepted our investigator's recommendation. However, Mrs D disagreed with the outcome she'd reached. Mrs D remained concerned that all of her bank details were included in the letter that could be opened without a password. So, her complaint has been passed to me to decide.

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 know my answer will be disappointing for Mrs D. But, having done so, I've reached broadly the same conclusions as our investigator. I'll explain why.

HSBC has acknowledged there were failings in the customer service it provided to Mrs D. It's agreed to pay her a total of £250 compensation for the distress and inconvenience it caused her. So, I've needed to consider if that's enough to put things right.

Mrs D initially called HSBC to ask for the letter she required in mid-January 2022. The adviser she spoke to said it would be sent by post to her UK address and that they would also request it be emailed to her.

It's unclear why the original letter wasn't received. Mrs D had to call HSBC several more times over the next few months before she got what she needed. This was no doubt frustrating for Mrs D, particularly when she received a document she was unable to use as it wasn't stamped, signed or on headed paper. Mrs D was also concerned about losing the property she wanted to buy if the matter wasn't sorted out.

Mrs D says HSBC breached General Data Protection Regulation (GDPR) when it emailed her a letter that wasn't password protected.

Our service isn't able to decide if there's a breach of GDPR. That's the role of the Information Commissioner's Office (ICO). We also don't have the power to fine a business for a potential breach. But we can award compensation to consumers who've suffered financial loss or have been caused distress and inconvenience by the way a financial business has handled their data.

Mrs D says the adviser who sent the email had told her that the document would be password protected but it wasn't. When she forwarded the email on to her husband, he was able to open the letter. The letter also had the word "*public*" at the bottom of it.

Mrs D says the letter contained her full account details and balances. So, I can understand her concerns about the security of this information. However, HSBC says the incorrect labelling of the email as "*public*" was an internal process and didn't impact Mrs D's personal information. It says the document was sent through encrypted email which meant it wouldn't be intercepted.

I appreciate Mrs D isn't convinced by HSBC's assurance that her data has been kept safe. But I haven't seen any evidence to show that it failed to keep her data secure. I understand she's concerned about what might have happened if HSBC had sent the letter to the wrong email address. However, I haven't seen anything to suggest that HSBC sent any emails with Mrs D's personal data to the wrong address. Nor have I seen any evidence to show that Mrs D has suffered a financial loss as a result of how HSBC handled her data.

Although I'm not persuaded that HSBC failed to keep Mrs D's data safe, I think she was caused some additional worry when she received an email that wasn't password protected after she was told it would be. The word "*public*" also caused her some concern. So, I've considered this as part of the overall distress and inconvenience Mrs D experienced. Mrs D was understandably frustrated that she needed to contact HSBC several times before she got the letter she needed. However, HSBC has agreed to pay her £250 to compensate for the poor customer service she received, and I think this is reasonable.

Putting things right

HSBC should pay Mrs D a further £100 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mrs D's complaint and direct HSBC UK Bank Plc to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 23 December 2022.

Anne Muscroft
Ombudsman