

The complaint

Miss H complains that Barclays Bank UK PLC (Barclays) disclosed her new address to a third-party when she contacted it to update her address details.

What happened

I previously issued a provisional decision on this case – my intention was to come to a different outcome to the Investigator and so I wanted to give both parties the chance to respond with anything else they wanted me to take into account before I issued my final decision. I have summarised the background of this complaint below:

Miss H moved home and so she got in touch with Barclays to update her address. Unbeknown to Miss H, her profile was connected with a family member's profile, and Barclays sent correspondence to this family member with Miss H's new address on it.

Miss H says that the impact this has had on her has been great. She's said that she moved away from the family member because she has a very difficult and abusive relationship with them. She says that once she felt safe in the new town, after six years, she decided to purchase a property. Almost a month after she moved into the new property, the family member turned up at her door – and they have been sending Miss H letters ever since.

Miss H had previously made every effort not to let the family member know where she was living, so she could keep both herself and her daughter safe. And she says she is now at a loss of what to do because of Barclays' mistake.

Barclays made numerous offers to Miss H to compensate her for its mistake. The final offer being £5,000 compensation and the cost of getting a non-molestation order. But Miss H didn't feel like this offer came close to acknowledging the impact its mistake had had on her life, and so she referred her complaint to this service.

The Investigator looked into things for Miss H, but they didn't uphold her complaint. While they fully empathised with Miss H's situation and agreed that Barclays had made a mistake with large consequences to Miss H's life, the Investigator thought that Barclays' offer of £5,000 and to pay for a non-molestation order was a fair way to put things right.

Miss H didn't agree, she still felt that the compensation awarded didn't come close to reflecting the impact Barclays' mistake had on her, and so she asked for an Ombudsman to make a decision on the matter.

I issued my provisional decision on this case, and I have copied my provisional findings below, which also form part of this final decision.

“What I've provisionally 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.

Having considered all of the evidence available to me, it is my current intention to uphold Miss H's complaint, albeit not to the extent I think she wants.

Firstly, I'd like to express my empathy for Miss H's situation. It's clear that she's been through a very difficult time which has, understandably, caused her much upset. In reaching my provisional conclusion, I don't wish in any way to downplay or disregard the situation Miss H is now in. I've no doubt what has happened to her has been truly horrible. And I have no doubt that the impact of the error caused by Barclays has made an already bad situation much worse.

But being independent means, I have to take a step back and consider what both parties have said. It's probably also worth noting here that it isn't the role of this service to punish or fine businesses. But this service's role is to look at the impact that the error had on that particular consumer in their particular circumstances.

There isn't a dispute here over the facts of what happened – both Barclays and Miss H agree that Barclays made a mistake whereby her address details were disclosed to a family member, and the impact on Miss H has been great. The disagreement here is on the fair way to put things right.

I'll start by noting that in these circumstances, it's impossible for Barclays to put right the mistake it has made – disclosing Miss H's new address can't now be undone and she remains living in a home where she feels worried about her, and her daughter's safety. When something like this happens, it's very difficult to 'put a price' on the distress caused.

I have spoken to Miss H, and she is clearly very upset, worried and at a loss of what to do next. She's explained that she's suffered PTSD, she's had to take time of work through stress, and she now lives in constant worry that the family member will either come round to her home or she'll receive some other form of communication from them.

When considering an award for distress and inconvenience, I have thought very carefully about everything Miss H has told me about how Barclays' mistake has impacted her. And I've taken into account this service's usual approach to distress and inconvenience awards – more information about this can be found on our website. And having done so, I currently find that the £5,000 Barclays has already paid Miss H for its error is fair.

There's no doubt that the mistake Barclays made has had and will have a long-lasting impact on Miss H. I am also aware that her mental health has suffered as a result. And the reality here is that there's isn't really an amount of compensation that undo any of this. This service's general approach is that where a mistake has caused sustained distress, which affects someone's health and or where the mistake is irreversible and has a lasting impact on someone's health, then an award of up to £5,000 might be appropriate. I agree that Miss H will likely fit into this category, and so I also agree that the higher limit award of £5,000 is appropriate here.

I do though only find that this award is fair in compensating Miss H for the distress she's been through - any other financial losses she may incur as a result will be considered separately.

I have spoken to Miss H about what she needs to do now to feel safe. It has been very difficult for Miss H to make a decision about what needs to happen next – and this is understandable. She has explained that moving home would be too difficult – because she'd have to change her daughter's school and potentially find a new job, which isn't something she wants to do.

Barclays has already offered to pay the cost of a non-molestation order. Miss H has said that she doesn't want to do this because putting the family member through this could have serious consequences on their mental health, which Miss H also doesn't want to happen. I

can understand the reasons Miss H wouldn't want to do this but given that Miss H is still undecided about what needs to happen next, I think Barclays should still offer to pay the costs of getting this, if Miss H does change her mind.

Miss H also spoke about the possibility of getting a security system installed at her home. I think this is a reasonable request. Doing so could help Miss H feel safer. So, I intend to order Barclays to pay the costs of Miss H getting home security, and the costs of having this installed – up to a limit of £1,000. Miss H would need to provide Barclays with proof of purchase and an invoice for labour costs and Barclays should reimburse this to Miss H.

I know this isn't the outcome Miss H was hoping for. And I'm sorry if she feels disappointed by this provisional decision. However, based on everything I've read and been told so far, I currently find that the £5,000 Barclays has already paid Miss H is fair. And I currently find that Barclays should pay for a non-molestation order (if Miss H asks it to do so) and a security system to be installed in Miss H's home (if Miss H provides proof of purchase and an invoice for labour costs).

If Miss H chooses to do either of these things, she will need to do so, and provide Barclays with evidence of the costs within six months of the date of the final decision."

Barclays responded to the provisional decision to say it accepted my findings.

Miss H responded and explained she didn't speak to Barclays about the offers it presented to her. However, she did say she fed back when Barclays removed the offer to cover the cost of moving house. Miss H explained that when she initially spoke to the Investigator, her complaint wasn't about compensation – however she says on reflection of what's happened, she doesn't feel that £5,000 is enough.

Miss H added that the process to receiving the compensation was 'clunky'. She explained that the compensation was initially sent to her credit card when she asked for it to be sent to her current account. To put this right she had to spend hours on the phone to Barclays.

She says the family member wrote to her on her birthday, and they turned up when Miss H was working from home in October. She explained that Barclays also sent the family member's credit card bill to her address which was a breach of data.

Miss H stated that she was disappointed by the provisional decision, but happy with the offer of security systems at her current home. Miss H added that she has had her house valued and she is currently looking for alternative jobs and locations to live – however she added that these are initial enquiries only.

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 have considered everything again in detail, and having done so, I have changed the direction from my provisional decision slightly.

Miss H has made comment about the process Barclays went through to pay her the compensation, and that it sent this to her credit card instead of her current account. This isn't something I can comment on, because essentially this relates to how Barclays handled Miss H's complaint, which isn't a regulated activity. Miss H did receive the compensation, so I don't think she has lost out here.

I've also considered what Miss H has said about Barclays sending a letter meant for the family member, to her address. However, the impact of this would be to the family member and not Miss H. So, I won't be asking Barclays to increase the compensation award for this.

I note that Miss H has been unsure about how to move forward. More recently, she says that she is currently considering moving home and relocating. I've thought about this point very carefully when coming to my decision. It is understandable that Miss H is unsure or unclear about what she wants to do next in order to keep both herself and her daughter safe. With this in mind, if Miss H would rather move, than have a new security system installed at her current property, then I think it would be fair for Barclays to instead cover Miss H's moving costs of up to £1,000 – and Miss H would need to provide Barclays with proof of payment for the moving costs within six months of the date of this decision.

Putting things right

In order to put things right for Miss H, I order Barclays to:

- Either reimburse Miss H the cost of purchasing and installing security systems at her home, up to the value of £1,000. Proof of purchase and/or installation must be provided to Barclays within six months of the date of this decision.

Or

- Reimburse Miss H's moving costs up to the value of £1,000. Proof of these costs must be provided to Barclays within six months of the date of this decision.

My final decision

For the reasons set out above, I uphold Miss H's complaint. I order Barclays Bank UK PLC to put things right for Miss H by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 31 May 2023.

Sophie Wilkinson
Ombudsman