

## **The complaint**

Mrs W complains that Cofunds Limited, trading as Aegon, shared her account information with her partner without her authorisation.

## **What happened**

Mrs W holds a number of accounts with Aegon. These consist of both accounts in her sole name, and in joint names with her husband.

In 2021 Mrs W's husband contacted Aegon to carry out some administration on his own account, and an account held in joint names with Mrs W. He provided Aegon with an email address in order for them to send the necessary documents to him so that they could process his request. This was subsequently added to the account profile.

A while later, Mrs W contacted Aegon about a withdrawal from an account she held in her sole name. She's told us that she wanted to keep this account private, as she had previously been in an abusive relationship, and needed to ensure for her own peace of mind that she had some personal funds available, should she need them in an emergency.

But following Mrs W's interaction with Aegon, an email was then sent to her present husband's email address, explaining that they'd started to process her withdrawal request from her personal ISA, and in doing so, made her husband aware of an account that she wanted to keep private, so she complained. She said this caused her a great deal of distress, as her husband now wishes to use the funds, which she had otherwise kept aside for herself. She's also worried about how secure her data is with Aegon.

Aegon responded. They said that when Mrs W's current husband added his email address to their joint account, Mrs W was the primary account holder, so the email was also updated on all other associated accounts in her name. Aegon acknowledged what had happened, but said that they were satisfied that the email was sent to the correct address listed on the account, so they didn't think they'd done anything wrong. They agreed to amend the email back to Mrs W's email, so that all emails in relation to her accounts would now go to her moving forward. But Mrs W was unhappy with this resolution, so she brought her complaint to our service.

An investigator considered the complaint and recommend it was upheld. He said that while he recognised Mrs W's husband had provided an email address following an interaction on his sole account and a joint account with Mrs W, he didn't think this gave Aegon authority to update or make any changes to accounts held in Mrs W's sole name. So, he recommended that Aegon pay Mrs W £150 in compensation for the distress this matter caused.

Aegon accepted the findings, but Mrs W didn't. She said she didn't feel this was an appropriate deterrent for the business, and it didn't do enough to compensate her for the distress the matter had caused. So, the case was passed to me to decide.

I issued a provisional decision where I said:

*“Aegon have confirmed that they have now resolved the issues with Mrs W’s personal accounts, having now added her personal email address added back onto them. And they said that they have provided feedback internally and are reviewing how their systems can be improved to avoid similar occurrences in the future. They also explained that the remaining accounts held with Aegon are either in Mrs W or her husband’s sole name. So, there should be no further opportunity for any future change of details to impact the other party’s accounts. So, as the crux of the matter seems to now be resolved, my decision will focus on the distress this matter has caused Mrs W.*

*Mrs W has told us that she made it clear to Aegon when the account was set up that she wanted to keep this account separate. And she’s also told our service the reasons why. I think this is perfectly understandable. Aegon have said that they can’t see any evidence to show that they were made aware of this, but they haven’t disputed that this happened. They’ve explained that the account was opened originally with a different business entity, and that they only took over the administration of the account in May 2019, which could explain the lack of records.*

*Cases of this nature can be quite difficult to decide, as the impact this issue could have on one party, could be very different to another, dependant on their own personal experiences. So, I’ve thought about this carefully before reaching my decision.*

*I recognise, given what Mrs W has told us about her personal circumstances, that this matter would’ve been particularly distressing for her. I’ve also had to balance this with the fact that there is no evidence to suggest that Mrs W’s information was shared with anyone that she has highlighted as being a risk to her. So, the compensation we might award, would be significantly less than if her details had been passed onto her ex-partner for instance, where there had been a history of abuse.*

*That being said, the feelings and emotions that this would’ve likely brought up for Mrs W, I imagine must have been quite traumatic. And the worry about her data not being sufficiently protected (while not released to anyone that would put her at risk), I imagine must have caused significant distress.*

*Aegon have explained that Mrs W was the primary account holder on the joint account, and that their systems will update all of the primary account holder’s linked accounts in these circumstances. But I don’t think this response is an adequate explanation. As while it might be correct in an instance where one party requests their contact details are updated on a joint account that the same information is added to their sole accounts, I don’t think it’s right for those details to be added to the partner’s sole accounts, on which the party making the amendments is not an account holder – as they should have no authority to make such changes, unless explicit consent from that account holder had been provided. So, in this case, I’m satisfied Aegon were wrong to make the changes they did.*

*When considering the above, I’ve thought carefully about the negative emotions this situation would’ve likely triggered for Mrs W; and the difficulty she would have experienced more recently, in now having to explain these funds to her current partner – and her need to keep them separate from their joint funds. I imagine this would have been extremely distressing. But equally, I’m not able to recommend that the business compensate her the value of those funds, as while I understand she has explained that these may now be used for other purposes, she does still has access to, and use of them. But given the distress this situation would’ve caused; I think the*

*think the compensation Aegon should pay Mrs W should be increased to £450 in total.”*

In response to my provisional decision, Aegon confirmed they had nothing further to add, and Mrs W provided no further comments, and the deadline within which to do so has now passed. So I’m ready to issue my 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.

Having looked at everything again, and given that no new information or arguments have been provided by either party, I see no reason to depart from my original findings. So, in summary, I still think the increased award of £450 to compensate Mrs W for the distress caused, remains fair in the circumstances.

### **My final decision**

My final decision is that I uphold Mrs W’s complaint, and I direct Cofunds Limited, trading as Aegon, to pay Mrs W £450 compensation for the distress this matter would’ve caused.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs W to accept or reject my decision before 27 July 2023.

Brad McIlquham  
**Ombudsman**