

## **The complaint**

Miss R complains that Barclays Bank UK PLC has been sharing information about her mortgage, via email, text message and calls, with her ex-partner. Miss R said that was a breach of data protection rules.

## **What happened**

Miss R said she'd formerly had a Barclays mortgage with her ex-partner, which was settled when they separated and the property was sold. Miss R has explained that this wasn't an amicable separation, and relations with her ex-partner remain difficult.

Miss R said some years later, in 2018, she took out a mortgage in her own name, using a different broker. In October 2022, she became aware that her ex-partner had been receiving emails, text messages and phone calls from Barclays regarding her mortgage. Miss R said her ex-partner had never been associated with the property the mortgage is held on.

Miss R said she only found out this was happening when her ex-partner told her, in October 2022, that her fixed interest rate was coming to an end in January 2023. Miss R said if she'd received the emails which were sent to her ex-partner, she could have secured a new mortgage deal earlier, while rates were lower. And that would have saved her money. So she thought this data protection breach also meant she'd be paying more for her mortgage.

Miss R said she spoke to Barclays in October 2022, and discovered that the primary email and contact number details on file for her were those of her ex-partner. She wanted to know what personal financial details had been divulged to her ex-partner, but Barclays hadn't told her. Barclays had responded to her complaint with an offer of compensation, but it hadn't explained what had gone wrong, or how this happened, or what information it had shared with her ex-partner.

Miss R said Barclays' response also told her it had been unable to contact her by phone or email. She said that was very strange, she'd had no issues with other companies. She said this might be part of Barclays' failure to maintain accurate contact information and stay within data protection guidelines.

When Barclays wrote to Miss R, it said it had held incorrect contact information on her account. It said this had been updated as soon as she contacted it, on 12 October. It offered to pay £200 for this mistake. It wasn't clear if Barclays had appreciated then that it wasn't a case of Miss R's former partner not being taken off this account when they separated, but that Miss R's partner should never have been associated with this mortgage at all.

Our investigator wrote to Barclays asking for more information, and pointing out that Miss R's application for this mortgage had been in her sole name. In reply, Barclays showed our service that it had amended Miss R's details right away, when she contacted it. It showed us that she had requested paper statements, so it said they didn't go astray, they were sent by post to her home. And it checked its historical records, to see when Miss R's ex partner's

email address and phone number were added to the mortgage. It said this happened around the time when the mortgage was set up.

Our investigator thought this complaint should be upheld. He said he understood, because of what Miss R had told us about the split from her ex-partner, that she wouldn't want any communication sent to them. He said Barclays hadn't been able to show us what was sent to the ex-partner. It said text messages were deleted after 90 days, and it hadn't been able to show the emails it sent. Our investigator noted that emails are generally only sent for marketing purposes. And our investigator said he'd checked, there had been no contact with Miss R's ex-partner by letter or phone.

Our investigator said Miss R's ex-partner's details should never have been added to this mortgage account. He thought Barclays should increase its compensation offer to £400. But he said this mistake didn't mean Miss R was paying more for her mortgage now. He said her mortgage offer confirms the fixed rate ends on 31 January 2023, and annual statements reminded her that an early repayment charge ("ERC") would apply until then. So he didn't think Barclays was responsible for Miss R not securing a new rate sooner.

Miss R's representative replied on her behalf. He asked if our service would rule on the breach of data protection rules, and whether Miss R could also pursue this complaint with the Information Commissioner's Office ("ICO"). He then wrote again to say that Miss R didn't want to accept our investigator's proposed resolution. Barclays hadn't shown what was sent to her ex-partner, and she felt this needed further investigation.

Our investigator said he had taken into account the potential data breach, which was the reason for recommending increased compensation. Miss R was still free to pursue this with the ICO, but he set out that the role of the ICO and of our service do differ. He said the ICO regulates compliance with data protection laws in the UK. It has the power to order businesses to comply with data protection laws and to fine them. But it doesn't have the power to award compensation to consumers, which our service can do.

Our investigator noted that whilst there wasn't evidence in this case which put all the issues beyond any doubt at all, he thought, on the balance of probability, that Miss R's ex-partner may have received some marketing emails, particularly as this prompted the initial complaint. But Barclays had shown us that official documents such as annual statements had been sent to Miss R by post, and had been correctly addressed. There were also no account notes for any phone calls to the ex-partner. So he said he was satisfied that any potential breach was limited to the emails. Marketing emails only contain limited personal information, and in this case it seemed likely that it was only the end date of a mortgage product. So our investigator said he still thought £400 was a fair resolution here.

Miss R wanted this case to be considered by an ombudsman, so it was passed to me for a 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.

I've reached the same overall conclusion on this complaint as our investigator.

It's clear that Barclays has made a mistake here, because it did add Miss R's ex-partner's contact details to her new mortgage. I understand that this alone would have been very

upsetting for Miss R, and I have sought to take that into account when considering appropriate compensation in this case.

Miss R said she became aware of this when her ex-partner told her that her fixed rate mortgage deal was ending soon. Like our investigator, I think that means it's likely some marketing emails (such as those encouraging customers to take out new mortgage deals) were sent to Miss R's former partner.

As email isn't a secure method of communication, banks don't routinely share the most personal information on mortgage accounts over email. And here, like our investigator, I think that, fortunately, it does seem most likely that no more sensitive data – like information on repayments – was sent to Miss R's ex-partner. Miss R had requested statements by post, and I understand she accepts these were sent to her. I haven't seen anything to make me think that any post was also sent to her ex-partner, or that calls were made to that person either.

I want to be clear that Miss R's ex-partner's email should never have been attached to this mortgage, and that person should not have received any information at all about her mortgage. But I do think it's most likely that the information shared was limited, and I've also taken that into account in my decision.

Miss R thought she'd have taken out a new mortgage deal sooner, if the information which was supposed to reach her hadn't gone astray. But, as our investigator noted, the expiry date of Miss R's mortgage was set out in her offer documentation. And each annual statement included a reminder of the expiry of the ERC on that mortgage, which I think reasonably ought to have made Miss R aware of the expiry date of her mortgage deal. So I don't think Barclays is also responsible for Miss R not securing a new mortgage deal earlier, and at a potentially lower rate.

I know Miss R would like further information on exactly what was sent to her ex-partner. But ours is a relatively informal dispute resolution service, and I'm satisfied we have enough information here to reach a view on what would form a fair and reasonable outcome to this complaint. So I won't ask Barclays to provide more information now. Miss R is of course also free to ask the ICO to investigate this matter, if she wishes to do so.

For the reasons set out above, I also think that Barclays should pay more compensation in this case. I think that a payment of £400 does provide a fair and reasonable outcome to this complaint, and that's what I'll now ask Barclays to pay.

**My final decision**

My final decision is that Barclays Bank UK PLC must pay Miss R a total of £400 in compensation. Barclays Bank UK PLC can count towards this amount any payment of compensation it has already made to Miss R for this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 11 September 2023.

Esther Absalom-Gough  
**Ombudsman**