

The complaint

Mrs F complains that TSB Bank have been sending text messages to her ex-husband which contained sensitive information such as her account balance.

What happened

Mrs F says that she found out on 27 February 2023, that since at least 14 December 2022 TSB had been sending texts to her ex-husband which contained her bank balance and recent debits from the account. She says she has a very acrimonious relationship with him, and he had been removed from the account in 2020. She says they are going through mediation with childcare payments which has a strong possibility of going to court, so TSB couldn't have messaged a worse person with her financial details.

Mrs F says she will lose out on thousands of pounds of child maintenance as her ex-husband is no longer willing to cover the cost of holiday clubs and increase his monthly maintenance from £300 to £500, based on the amount of money he saw in her account. Mrs F made a complaint to TSB.

TSB upheld Mrs F's complaint. They said they found that details that linked Mrs F's account and her ex-husbands profile had not fully been removed, and as a result he may have received text messages from them. They were unable to see how far back these text messages have been issued as their systems only retains the last 90 days of text messages. TSB said the links have fully been removed and no further text messages have been issued. They paid Mrs F £200 compensation. Mrs F brought her complaint to our service. She said she wanted £44,000 compensation as a result of what happened.

Our investigator said a total of £500 compensation was fair. He said Mrs F had her sensitive financial information passed to the person she least wanted it passed to. This has caused her serious emotional distress as she said she has an acrimonious relationship with her ex-husband.

Mrs F asked for an ombudsman to review her complaint. She said the error had cost her thousands of pounds in missed childcare support, so the compensation which was offered was insulting.

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.

Mrs F has made a number of points to this service, and I've considered and read everything she's said and sent us. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of her complaint in deciding what's fair and reasonable here.

TSB found that details that linked Mrs F's account and her ex-husbands profile had not fully been removed, and as a result he received text messages from them. I've no doubt about this as Mrs F has provided us information from her ex-husband himself which confirmed this,

including an email from him and screenshots of some of the texts TSB sent him.

TSB aren't able to see how long this issue has been happening for as they only have the last 90 days of texts available. But I'm persuaded that it's likely to have been happening since he was removed from the account. I've seen no evidence from either side that something happened on TSB's systems in December 2022 that meant Mrs F's ex-husband started receiving these texts. I'm persuaded it's more likely he had been receiving the text alerts prior to December 2022, it's just that when he sent Mrs F pictures of the text alerts, that December 2022 was the earliest date shown, which may have led Mrs F to believe this is when they started.

And from the email that Mrs F forwarded to us from her ex-husband, the wording he has used suggests this may have been happening since he was removed from the account. He says TSB still sends him texts of the account balance and no matter how many times he contacts them to ask them to stop, as he is no longer named on the account, they are not able to action this. So from the wording I think it's more likely on the balance of probability he has always received these text alerts even after he had been removed from the account (as he said they "*still*" send him the texts as opposed to they have just started sending him the texts). But it seems this is the first time he makes Mrs F aware of this.

There's no doubt how distressing this is for Mrs F. So I've considered what would be a fair outcome for this complaint. I know Mrs F wants £44,000 compensation for what happened. But here, I'm only able to look at the role of TSB and the impact of the mistake from them. I know Mrs F has told us that her ex-husband had told her that he would increase his monthly payments from £300 to £500 (and to pay for other expenses), but I've not seen this was a formal arrangement as a result of mediation or a ruling from the courts. From the email Mrs F forwarded us, it appears that they had agreed to undertake mediation months prior to that email (and the suggestion is that this was before Mrs F was aware her ex-husband had her account balance).

So I do think it's probable that this would have ended up at mediation regardless of TSB's errors. It is also referenced in this email that they are both stuck, hence the need for professional help, so again, I'm persuaded that mediation was likely to happen regardless of if TSB sent him the texts. So it's probable that Mrs F would have needed to have disclosed her financial situation as part of the mediation or if it went to the courts. So I can't hold TSB responsible for costs which may or may not happen in these circumstances.

But I'm not persuaded that £200 covers the impact TSB's error had on Mrs F. Once her ex-husband was removed from the account, the links should have been fully removed which would have prevented him from receiving texts containing her account balance, and her ex-husband telling her this information to argue against what she had told him about her financial situation.

I'm persuaded an extra £300 to total £500 compensation is proportionate for what happened here. I've noted the strength of feeling that Mrs F feels this is insulting, and it is not my intention to insult her by awarding this amount of compensation, but our awards are not designed to punish a business. A total of £500 is in line with our awards where the impact of a business's mistake has caused considerable distress, upset and worry. And I'm satisfied that this has occurred here. So it follows I'll be asking TSB to pay her an extra £300 compensation to total £500.

Putting things right

Our investigator suggested that TSB pays Mrs F a further £300 compensation for distress and inconvenience to total £500, which I think is reasonable in the circumstances.

My final decision

I uphold this complaint. TSB Bank plc should pay Mrs F a further £300 compensation for distress and inconvenience to total £500, which I think is reasonable in the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 19 December 2023.

Gregory Sloanes
Ombudsman