

The complaint

Mr S is unhappy that FCE Bank Plc sent a letter to him containing an authentication code which was misprinted, and which was visible to anyone who handled the letter.

What happened

On 28 July 2023, Mr S opened a fixed term saver account with FCE. As part of FCE's account opening process, a letter containing an authentication code was sent to Mr S. However, the letter was misprinted. This meant that the code, rather than being hidden under a strip which Mr S could remove upon opening, was instead printed on top of the strip, and was therefore visible to anyone who might have handled the letter. Mr S wasn't happy about this, so he raised a complaint.

FCE apologised to Mr S for the misprinted letter. FCE also explained that the misprinted letter hadn't impacted the security of Mr S's account because for the code to be used, access to Mr S's FCE account would need to be gained using Mr S's Customer ID, password, and memorable security answers – none of which were included in the misprinted letter. Mr S wasn't satisfied with FCE's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they felt that FCE's response to Mr S's complaint already represented a fair resolution to that complaint. Mr S remained dissatisfied, so the matter was escalated to an ombudsman 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.

Having done so, I note that Mr S has made several arguments of a legal and regulatory nature in his correspondence with this service. As such, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

In this instance, while it's accepted that FCE did make a mistake here – the misprinting of the letter – I don't feel that any unfair outcome has resulted because of that mistake. And I feel that FCE's response to Mr S's complaint already represents a fair outcome to it.

The reason I take this position is because, while I can appreciate that Mr S might have had security concerns about the misprinted letter, I feel that the explanation that FCE provided to Mr S in their response to his complaint does reasonably resolve those concerns.

To confirm, FCE explained to Mr S that the authentication code by and of itself wasn't sufficient for any unauthorised person in possession of that code to access his new FCE account. Rather, a series of further information – Mr S's FCE Customer ID number,

password, and memorable security answers – would also be required, none of which were included in the misprinted letter.

It therefore seems to me that there was very little material threat to Mr S's FCE account security because of what happened here. And I feel my position is supported by the fact that no attempts were subsequently made by any unauthorised persons to compromise Mr S's FCE account.

Additionally, if Mr S held concerns about the security of his account upon receipt of the misprinted letter, I would reasonably have expected him to have raised his concerns with FCE at the first available opportunity, and to have requested a replacement authentication code.

But Mr S didn't do this. Rather, after FCE posted the letter to him on 29 August 2023, Mr S logged into his FCE account and used the authentication code on 1 August 2023, very soon after receiving the letter. And it was only on 21 August 2023 – three weeks after Mr S had used the account authentication code and when the non-consequence of the misprinted letter and the ongoing security of Mr S's FCE account was already evident – that Mr S raised a complaint about the matter with FCE.

Mr S has explained that he feels that he should be allowed to cancel the opening of his FCE account without penalty outside of the 14-day right-to-cancel window contractually provided to all new FCE account holders, because of the misprinted letter.

I don't agree with Mr S on this point, because I don't feel that the misprinted letter does fairly or reasonably merit such a negation of the contractual terms of the account. Instead, I feel that if Mr S had wanted to cancel the opening of his FCE account, that he had the fair opportunity to do so within the 14-day right-to-cancel window. And, given that Mr S didn't cancel the opening of his account without that 14-day window, I don't feel that FCE are now acting unfairly by holding him to the contractual terms of the account.

Finally, Mr S feels that the misprinting of the letter by FCE is a breach of his personal data. However, as explained earlier in this letter, it isn't within my remit to declare that a data breach has or hasn't occurred. That would be a matter for the Information Commissioner's Office (ICO) – the relevant regulatory body – to decide. As such, I can only refer Mr S to the ICO if he wishes to pursue this aspect of his complaint. And I can also only confirm that, from a fairness perspective, as explained above, I continue to feel that the response FCE issued to Mr S's complaint already represents a fair outcome.

All of which means that I won't be upholding this complaint or instructing FCE to take any further or alternative action here. I realise this won't be the outcome Mr S was wanting, but I hope he'll understand, given what I've explained, why I've made the final decision I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 8 March 2024.

Paul Cooper
Ombudsman