

The complaint

Mr B complains that AIB Group (UK) Plc sent him statements for another customer's account.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute, so I'll focus on giving the reasons for my 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.

AIB doesn't dispute that there was a mistake made when it sent another customer's statements to Mr B. So, I've thought about what happened and how it tried to rectify the matter. I appreciate Mr B doesn't think it's done enough, but I find the £30 compensation it offered fair for the following reasons:

- Firstly, I would like to reassure Mr B that I've taken into account his detailed submissions as well as what AIB has said. However, if there is something I've not mentioned, it isn't because I've ignored it. I haven't. Rather, I've focused on setting out what is key to the decision I've reached.
- Mr B says he sent the statements back to AIB via recorded delivery. I appreciate his efforts were to ensure the statements arrived safely. Mr B could have made use of the standard postal service and not incurred the costs he did. Nevertheless, I find AIB's offer more than covers the postage cost incurred and would ensure he isn't out of pocket due to its errors.
- Using financial services won't always be hassle free, and when things have gone wrong it doesn't always follow that we would award compensation for it. I have considered the emotional and practical impact of the error. I appreciate Mr B received the statements, but the error here impacts the other customer's account. I'm satisfied the impact to Mr B was minimal, therefore I don't expect AIB to compensate Mr B for the distress he said he experienced in receiving the correspondence.
- I appreciate that receiving the missent statements would have raised some concerns for Mr B about the safety of his own account. However, I've not seen any evidence of a breach in relation to his personal information. I accept that it required some effort from Mr B to inform AIB of the error and to return the statements, but I'm satisfied the inconvenience was short lived. I would not expect the bank to compensate Mr B for the time he spent writing his letters of complaint or to drive to the postal office. Considering this, I find the £30 offered more than compensates for any upset Mr B experienced and any inconvenience to him.
- AIB wrote to Mr B with its answer to his complaint, he responded and explained why

he didn't think its offer was reasonable. Mr B complains that his letters weren't responded to. Its important to note that complaints handling in itself is not a regulated activity. I've reviewed what happened and I find this part of Mr B's complaint falls outside the scope of our jurisdiction, therefore it is not something I can comment on.

My final decision

AIB Group (UK) Plc has already made an offer to pay £30 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that AIB Group (UK) Plc should pay a total of £30.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 19 September 2024.

Oluwatobi Balogun
Ombudsman