

## **The complaint**

Mr S complains that HSBC UK Bank Plc disclosed information about his personal account to a third party.

## **What happened**

Mr S holds both sole and joint accounts with HSBC. In March 2024 he asked for information about both accounts. HSBC sent that information a few days later. Its records indicate however information about both accounts was sent in the same envelope. That meant that the joint account holder was able to see details of Mr S's sole account.

HSBC reviewed what had happened. It agreed that information about Mr S's sole account should not have been made available to the joint account holder and paid Mr S £250 in recognition of its error.

Mr S did not think the bank's offer was sufficient. He said that, because the joint account holder knew about the money held in his sole account, he had felt under pressure to transfer a substantial sum from his sole account to the joint account. He says that the joint account holder can now force him to spend his money.

Our investigator considered what had happened, but took the view that HSBC had done enough to put things right. She didn't recommend that it do any more. Mr S did not accept the investigator's assessment and asked that an ombudsman review the case.

## **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.

Banks and other financial institutions are under a duty to keep their customers' personal information safe and confidential, both as a matter of domestic and international legislation and as a matter of contract law. By addressing information about Mr S's sole account to another party, HSBC accepts that it was in breach of that duty – even though Mr S holds a joint account with that party and even though it might be assumed they know something about his finances.

Because HSBC accepts that it made an error, I do not need to comment further on that point. What I must do in this decision is decide what, in my opinion, is a fair resolution to the complaint which Mr S has raised as a result.

Mr S has said that he is now forced to spend money, and that he has transferred £20,000 from his sole account to the joint account. He has not however explained why that is. In the absence of any evidence to the contrary, it is reasonable to assume that money held to the credit of his sole account is money to which he alone is entitled and that he can therefore choose how to spend. Equally, it was for Mr S to decide whether to move funds to the joint account.

What I do not believe I can assume, however, is that the joint account holder either knew about the sole account or how much Mr S held in it. There has therefore been a serious breach of confidentiality, from which Mr S should receive compensation. I am satisfied however that the sum of £250 which HSBC has paid is sufficient in the circumstances. I do not propose to require the bank to offer any more.

### **My final decision**

For these reasons, my final decision is that I do not uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 11 November 2024.

Mike Ingram

**Ombudsman**