

The complaint

Ms S complains Barclays Bank UK PLC trading as Tesco Bank sent mail to her old address after she had updated her details with it to a new address.

What happened

Ms S explained she changed address so contacted Tesco Bank and provided new details for future correspondence. Ms S said Tesco Bank subsequently sent out a letter to her old address after she had changed it. Ms S explained she had to travel back to her old address to collect the mail at her expense, explaining she had to take time off to do this.

Ms S said her complaint has been upheld by Tesco Bank, but she was not satisfied with the response it had provided. She thought Tesco Bank were in breach of data protection legislation as it had sent personal mail out to a third-party. She explained she wanted Tesco Bank to accept responsibility for the breach and provide details of what else it sent to the old address, she also requested reasonable compensation for this mistake.

Tesco Bank wrote a final response to Ms S. It explained the adviser Ms S had spoken with had not updated her details correctly on its systems, putting her new address down as a '*second address*'. Tesco Bank explained this meant all statements and correspondence went to her new address but the letter it sent to her old address was '*legal correspondence*' which needed to go to the home address, which Tesco Bank confirmed had remained as her old address.

Tesco Bank provided a copy of this one letter which it said went to the old address. The letter did not contain personal banking information and was regarding a change to product details and terms and conditions.

Tesco Bank agreed it had breached data protection legislation, apologised and offered £50 compensation. It also confirmed it had provided feedback to the adviser involved with updating Ms S's address.

Our investigator thought Tesco Bank had made a mistake and should increase the compensation offered to a total of £125 for the upset and distress it had caused. They recognised Ms S had to take time out of her day to travel to her old address to retrieve the correspondence and recognised the distress Ms S had suffered worrying about potentially becoming a victim of fraud.

Ms S accepted our investigator's recommendation, Tesco Bank did not. Tesco Bank explained whilst it accepted it had made an error, the letter it sent out did not put Ms S's personal information at risk and did not confirm the existence of an active account.

Tesco Bank accepted it could understand Ms S would have had some initial concerns, but understood the letter was unopened when Ms S retrieved it. They also thought it was likely Ms S had some relationship with the current tenant of her old address because they notified her of the letter.

Tesco Bank thought these factors limited the '*distress experienced*' and reiterated the £50 offered was fair compensation.

As Tesco Bank rejected our investigator's recommendation, the complaint has been passed to me to make 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 appreciate how strongly Ms S feels about her complaint. Although I may not mention every point raised, I have considered everything but limited my findings to the areas which impact the outcome of the case. No discourtesy is intended by this, it just reflects the informal nature of our service.

Where evidence is incomplete, inconclusive or contradictory, I have to make decisions on the balance of probabilities – that is, what I consider is more likely than not to have happened in light of the available evidence and the wider surrounding circumstances.

I am satisfied the underlying issues here are not in dispute between the parties. In summary, both parties accept a letter was sent to Ms S's previous address because Tesco Bank made a mistake when updating Ms S's address details. Ms S then travelled back to this address to collect this letter and has described the concerns and worry this caused her. Tesco Bank has accepted this caused Miss S some level of distress and inconvenience, and already explained how the mistake occurred and offered compensation.

The outstanding issues for me to determine is whether I think the compensation recommended by our investigator is fair and reasonable for the issues outlined above, taking into account both parties' representations.

Whilst I accept Ms S would have become aware this letter did not contain certain personal information, such as bank account details, I don't accept Ms S would have known this until she retrieved and opened the letter. I am persuaded, on balance, the evidence suggests the news of this letter arriving at her previous address caused her significant concerns. This is because her actions demonstrate and corroborate she was clearly distressed as she took time out of her day to retrieve this letter personally.

Secondly, I have not seen evidence of any relationship between Ms S and the current occupier of her address, as asserted by Tesco Bank. Ms S has since explained the recipient isn't a relation and they didn't contact her directly either. Ms S has explained her distress caused by this, and I see no reason to doubt this in the circumstances for the reasons I have given above.

Finally, Ms S has expressed concern there was enough personal information in the letter for a fraudster to use. Whilst this may or may not be the case, Ms S has again expressed concern and distress about this, which I am satisfied was directly caused by the letter being sent to the incorrect address.

Having carefully considered the points made by both parties in response to our investigator's recommendation, I broadly agree with our investigator's recommendation for compensation for the reasons I have given above. I am persuaded £125 compensation is in line with what our service would expect.

I am satisfied this error caused Ms S a level of frustration and annoyance she wouldn't reasonably expect from day-to-day life and was a single mistake which has caused Ms S some distress over a few days or weeks. I therefore uphold this complaint.

My final decision

For the reasons I have given, my final decision is I uphold this complaint and require Barclays Bank UK PLC trading as Tesco Bank to pay Ms S a total of £125 for the distress and inconvenience suffered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 30 April 2025.

Gareth Jones
Ombudsman