

## **The complaint**

Mr J has brought a complaint on behalf of his business L. For ease I will refer to Mr J throughout this decision.

Mr J is unhappy with Barclays Bank UK PLC about a data breach that allowed a former colleague (Mr P) to access the business account. Mr J said Mr P had been removed from the account many years before, he's not linked to the business and shouldn't have still had access to the account. Mr J wants compensation for Barclays errors.

## **What happened**

Mr J complained to Barclays about the data breach. He said this ruined the reputation of the company. He said it would lose customers and Mr P would use the information he was able to view to benefit himself. It accepted Mr P hadn't been removed from the account when originally requested. Barclays agreed this was a bank error. It apologised but said there was very limited risk in regard to personal or customer data being leaked due to the access. Barclays confirmed as L is a limited company the problem wouldn't be deemed a Data Breach under GDPR. It said this was because the data belongs to the business rather than a person. Due to the stress suffered and the poor service Barclays offered £250.00 compensation.

Mr J didn't accept this and brought his complaint to this service.

Our investigator didn't uphold the complaint. She said the offer Barclays made was fair. She said it accepted errors had been made, it corrected these, updated its system and offered fair compensation. Our investigator accepted there wasn't a personal data breach. She said Barclays had acted reasonably in trying to resolve the complaint. Our investigator confirmed this service can't award compensation to individuals when the complaint is on behalf of a business.

Mr J didn't accept this and asked for his complaint to be passed 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.

Mr J was clear that the former colleague who was able to access the accounts in 2024 shouldn't have been able to. He had been removed from the bank accounts back in 2021. Mr J said Barclays should pay more in compensation. He didn't think the £250.00 was enough as he was stressed by this. Mr J was worried about competition stealing his customers, L's reputation, a loss of earnings, and the data breach.

There's no doubt Barclays didn't correctly carry out Mr J's instructions back in 2021. And it said so when it apologised for the errors made. It said it did also put the account records straight at this point (June 2024) and removed Mr P so he wouldn't be able to access the accounts in the future. It noted only Mr J and one other person could now access the accounts.

I accept Barclays point that there isn't a personal data breach under GDPR – it said the data belonged to the business. It said when the breach was logged this was marked as *“low risk of any customer detriment or harm.”* And it confirmed very little customer information and personal data would be available from accessing the account.

Regarding any loss of earnings Barclays said terms and conditions of the account made it clear these wouldn't be paid for. I'm not sure if Mr J did put forward such amounts to Barclays for checking but I don't think it would pay unless there was a very clear link between the account being accessed and the actions of the former colleague creating lost income for L. I've not seen any evidence of this.

Barclays did accept Mr J and his fellow director had been caused stress by the situation. It noted Mr J had referred to going to the doctor and previous health issues resurfacing. Barclays offered contact details that could support Mr J if he wished to contact these numbers for help.

I've not seen evidence to show other problems caused, difficulties for the business arising from the breach, any loss of reputation, or business earnings.

Based on the evidence and information provided I think the offer from Barclays is fair and reasonable. I accept Barclays point that it wasn't compensating for personal distress as this is about the limited company. But it accepted the errors, put these right, and made the offer despite the issue being around the business account. Barclays confirmed to this service the offer was still available if Mr J now wished to accept it.

So, I think Barclays should pay the offer previously made of £250.00 but I won't be asking it to do anything further.

### **My final decision**

I don't uphold this complaint.

I make no award against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask L to accept or reject my decision before 17 April 2025.

John Quinlan  
**Ombudsman**