

The complaint

Mr C is unhappy with Coutts & Company. Over the past few years Mr C has been involved in legal proceedings abroad. Mr C said he signed a limited authorisation allowing Coutts to disclose personal account details for a strict three month period. Mr C said Coutts continued to provide account details way beyond the authorisation he agreed to.

What happened

Mr C said Coutts didn't limit the time period and without authorisation continued to share account details for both his business and personal accounts. He said this continued for a further 18 months after the allowed time frame.

Mr C said Coutts denied it had breached the authorisation and said it was impossible it would have made such a mistake. But Mr C said he persevered and eventually he found out he was correct. He said Coutts had initially dismissed his concerns and then issued him with a hollow apology and a token offer of £650 as compensation.

Mr C said the data breach was the reason the court case was ruled against him.

Coutts said it acknowledged in a zoom call with Mr C that statements had been "*sent inappropriately*" and Mr C received an apology. Coutts said, "*Please be assured we did follow the correct process by recording the breach internally at the time.*"

Coutts confirmed relevant feedback and retraining had been provided to the staff member involved. It confirmed this was an isolated incident and staff were fully aware of their obligations to keep data safe and secure.

Coutts said as an apology for the administrative error and data breach it would pay Mr C £650.

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

Our investigator didn't uphold the complaint. He confirmed this service wouldn't comment on the legal proceedings and court case Mr C was involved in. But he did say from the details he had seen that the statements shared by Coutts were not central to the court's decision and so this service would only be looking at the data breach.

Our investigator noted information had been incorrectly shared, and Mr C had been told this wasn't possible. He said Mr C did have to spend time getting to the root of the problem and this had affected his relationship with Coutts. But he said the £650 was in line with offers this service would make and was a fair and reasonable outcome.

Mr C didn't accept this and asked for his complaint to be passed to an ombudsman for a final decision. He maintained the level of compensation was entirely inadequate.

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 C was keen to point out that at the time when Coutts continued to share his confidential information it had no valid authorisation. Mr C had granted authority for three months only. Mr C said he was repeatedly told that such an error couldn't occur, and these assurances were not only misleading, but they contradicted Coutts own employee who later wrote to Mr C explaining her mistake and confirming she had reported the breach internally and was herself under investigation.

I think it is right to take on board Mr C's point about Coutts handing out his information without authorisation such a long time after it had authority. And it would have been frustrating based on Mr C's point that he was regularly told it couldn't have happened, and it wasn't possible. Mr C said the consequences of this extra information being released was "severe." Mr C said it had a "*material impact*" on his legal case.

Coutts said however Mr C felt about the breach all the information contained within the statements were accurate and Mr C should have known or strongly suspected that these were genuine. Coutts said it was Mr C's choice to suggest to the court the statements were forgeries. It continued there was ample time for Mr C to remedy his misrepresentation of this point to the court. It said, "*You chose not to do this, which we consider further misled the Court.*"

Coutts continued that the judge in his conclusion confirmed "*the information set out in the statements was not central to his decision.*" Coutts concluded that the continuation of sending statements wasn't significant in the overall court decision.

Coutts feel its actions didn't impact directly on Mr C's legal case. But the important point is that all the extra months statements shouldn't have been released in the first place. Coutts said the information was correct but that misses the point. It didn't act fairly and reasonably when it continued to send information it wasn't authorised to.

I think it is worth noting that eventually Coutts did accept it had got this wrong. It spoke to Mr C, it did apologise, and it offered the £650 compensation. Coutts also said it did follow the correct process when it recorded the breach internally at the time, and that this was a one off incident.

I'm not going to comment on the legal case and whether or not the extra account details played a part in the legal decision. I've not seen evidence from Mr C to show the court decision was impacted by the extra account details sent. Mr C has mentioned on numerous occasions to Coutts that he may involve his solicitor and that could be the way forward if there are any legal issues to cover. Coutts said it hadn't heard from Mr C's solicitor so far but if they did have questions they could put these in writing to Coutts.

Mr C has had to spend time and effort chasing Coutts and trying to get to the bottom of what happened. At first it gave him the impression such a breach was impossible, and Mr C had to continue asking to find out the truth. There's no doubt along with the worry caused that he has been inconvenienced. But I think the apology along with the £650 offered is reasonable in the circumstances of this complaint.

Coutts accepted mistakes were made and has followed the process once the breach occurred and was discovered. It has explained how it sees the legal action and that it doesn't

see a connection between the court outcome and the extra account details it provided. Based on the details I've seen I think that's fair.

If Mr C does still wish to take legal action against Coutts, he can decline to accept my decision which he is perfectly entitled to do.

My final decision

I don't uphold this complaint.

I make no further award against Coutts & Company.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 7 October 2025.

John Quinlan
Ombudsman