

DRN-5865720

The complaint

Mrs D complains that TSB Bank plc packaged documents incorrectly when sending them to her, and this resulted in her personal information being exposed to others.

What happened

Mrs D asked for six years of bank statements to be sent to her by TSB. On arrival, the envelope containing the documents had been damaged and placed into a plastic bag by the postal service.

Mrs D complained that TSB hadn't taken appropriate steps to protect her personal information, and she said they'd left her open to identity theft and embarrassment.

TSB responded to the complaint and said the envelope was sealed when it was sent, and they have no control over it or damage being caused during transit. But as a goodwill gesture, TSB refunded the £5 Mrs D had paid for the statements to be sent to her. TSB also suggested Mrs D monitor her credit file if she was concerned about her data being compromised but also confirmed no direct debits had been set up.

As Mrs D remained unhappy, she approached the Financial Ombudsman Service. One of our investigators looked into things and upheld the complaint. She thought potential damage should've been foreseen by TSB and they should have taken additional steps to protect the documents they were sending, such as sending them in multiple envelopes. But she said there was no evidence that Mrs D's data had actually been stolen/compromised, or that anyone she knew had looked at the documents.

The investigator recommended TSB pay Mrs D £125 compensation for failing to package the documents appropriately, and for the distress this had caused Mrs D.

TSB didn't agree that they'd done anything wrong, but in an attempt to resolve matters, agreed to pay the compensation recommended. Mrs D didn't think £125 compensation was sufficient and instead thought £1,500 was more appropriate.

As an agreement couldn't be reached the case was passed to me to decide.

I was minded to reach a different outcome to our investigator, so I issued a provisional

decision to give both parties an opportunity to comment on my initial findings before I reached my final decision.

What I provisionally decided – and why

In my provisional decision, I said:

“I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

I’m minded to reach a different outcome to our investigator, so I’m issuing a provisional decision to give both parties an opportunity to comment on my initial findings before I reach my final decision.

Our investigator recommended TSB pay £125 compensation. Whilst not in agreement with the conclusions reached by the investigator, TSB agreed to pay this in order to bring matters to a close. Mrs D didn’t think this was sufficient compensation and said £1,500 was a fairer amount.

However, whilst I appreciate it’ll come as a disappointment to Mrs D, I’m not minded to conclude any compensation is actually warranted here. I’ll explain why further below. But I also invite TSB to confirm in response to my provisional decision if they are still willing to pay this amount, even though I’m not intending on directing them to do so.

Ultimately, when considering compensation, I need to be satisfied, on balance, that a business did something wrong, and because of the wrongdoing or failure, this has impacted a customer, and the business is solely responsible for that impact caused.

Mrs D asked TSB for six years of statements to be posted to her, this was because she said she could only download in batches of three months at a time online, and it would have been too time consuming for her to do this.

It’s not in dispute that when the statements arrived, the envelope was damaged, and the postal service had placed it into a plastic bag. Mrs D holds TSB responsible for the damage occurring. And by extension, she says they’ve exposed her personal details, leaving her open to identity theft, and embarrassment, as a parent of a child at her sons school works for the postal service, and they might have been able to see

the contents of the envelope.

However, to say TSB needs to compensate Mrs D for what happened, I'd need to be satisfied, on balance, that they were most likely responsible for the envelope arriving in the condition it did. And I'm afraid I'm not persuaded that's the case.

Mrs D says TSB should've taken more care of her personal data and sent the documents more securely, such as in a padded envelope or in multiple envelopes.

I've seen images of the damaged envelope. But its clear from this, by the envelope size and expandable depth, its purpose is for sending volumes of documents via the post. So, the fact TSB used an envelope, for its clear intended use, I don't think is unreasonable. And the envelope, whilst containing a number of documents, doesn't appear to have been at its maximum expandable capacity either.

Looking at the damage to the envelope, there are a number of areas of creasing, damage, and various tears in various locations. But I don't think this indicates that the damage occurred solely due to the envelope type used, or the volume of documents contained in it when being sent. I find it unlikely that it would have been sent like that, and instead, on balance, I think looking at the damage, it has most likely happened at some point in the delivery chain after posting, whether that's at the sorting office, in transit, or at another point in the journey.

Given the damage to it, regardless of the envelope type used, or volume of documents contained in it, this damage could still have happened. If the envelope was padded, or the documents were sent in two different envelopes, damage could still have occurred. This could have happened even if it was only a single piece of paper in the envelope. And I'm not persuaded that the damage solely occurred here because of the envelope used by TSB, the amount of documents in it, or that TSB is therefore responsible what happened.

I do recognise that Mrs D is concerned about others accessing her personal data after the damage occurred. TSB have confirmed no direct debits have been set up, and suggested Mrs D monitor her credit report. And I can appreciate Mrs D has said at any point in the future, compromised data could be used if it has been accessed, and she's worried about this. But, the fact remains, I'm not persuaded TSB is responsible for the envelope being damaged, so I won't be directing them to pay

compensation for what has happened.

TSB has already refunded the £5 charged for providing the statement copies. I recognise Mrs D says she didn't agree to that charge in the first place. But regardless, it has been refunded in any event, and I don't think that's unreasonable.

Mrs D has said she believes that TSB has broken data protection regulations and laws and is acting illegally with how they are processing personal data more generally. However, in relation to Mrs D's complaint, I'm not persuaded that TSB has done anything wrong or is responsible for what happened here for the reasons explained. However, Mrs D could approach the Information Commissioner's Office, as the regulator of data protection, if she thinks TSB is more widely breaking data protection regulations or laws.

As mentioned above, whilst I don't intend on directing TSB to pay compensation (£125 or otherwise), I invite them to let me know in response to my provisional decision whether they still agree to do so, even though I don't intend on directing them to."

So, I wasn't minded to uphold the complaint.

The responses to my provisional decision

Mrs D responded to the provisional decision and said she didn't agree. She said the provisional decision had been based on how the envelope looked, and it would have had a weight limit which wasn't taken into account. Mrs D said the weight of the paper was too heavy for the envelope to survive transit, and the postman thought the same. She said that TSB should have procedures in place to protect customers privacy and data.

TSB responded to the provisional decision. They said that they agreed with the provisional decision, and the envelope was used for its intended purposes. And they said it would be unlikely to have been posted in a damaged state, and they aren't responsible for what happens during transit within the postal system.

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.

And I've thought carefully about the provisional decision I reached and the responses to it. Having done so, whilst I appreciate it'll come as a disappointment to Mrs D, my final decision remains the same as my provisional decision, and for the same reasons.

I note Mrs D says the envelope has been considered on appearance alone, and it would have had a weight limit. But as I outlined in my provisional decision, it's clear the purpose of that envelope is to send volumes of documents by post, and the envelope doesn't appear to have been at capacity either.

My view remains as outlined in my provisional decision, that TSB has used the envelope for its intended purpose, and looking at the various areas of damage, this could have happened regardless of the volume of documents contained within it. I don't think TSB is responsible for the envelope arriving in a damaged condition, and I won't be directing them to pay compensation for this.

I recognise Mrs D has said she thinks TSB should have procedures in place to protect customer data. However, I don't think they acted unreasonably for the reasons explained. But as explained in my provisional decision, Mrs D could approach the Information Commissioner's Office, as the regulator of data protection, if she thinks TSB has broken data protection regulations or laws.

In my provisional decision, I outlined that TSB didn't agree with the investigator's assessment. But, whilst not agreeing with the outcome the investigator had reached, they said they'd pay the £125 compensation recommended by the investigator if it brought matters to a close at that stage. Mrs D didn't agree and thought £1,500 was more appropriate, so the case was passed to me for a final decision.

In response to my provisional decision, I invited TSB to confirm if they were still willing to pay the £125, given they hadn't actually agreed with the investigator assessment, and I didn't agree with it either and wasn't intending on directing them to pay compensation – which is why I issued a provisional decision. TSB agreed with the provisional decision I reached, and clarified that they wouldn't be paying the £125 compensation they had previously said they would in order to bring matters to a close in the early stages. I can't say that's unreasonable, as I don't think compensation is warranted for the reasons outlined above.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 4 November 2025.

Callum Milne
Ombudsman