

The complaint

Mr C has complained that his self-invested personal pension ('SIPP') provider Curtis Banks Limited ('Curtis Banks') incorrectly sent documentation to his former Discretionary Fund Manager ('DFM').

Mr C has said he stopped using the DFM in 2016 – I have referred to this business as Firm A throughout the decision below – due to poor performance, and as such he did not want them to have further documentation which showed how the pension had performed from 2016 to the date of encashment.

What happened

In 2016 Mr C stopped using the services of Firm A, self-investing his pension funds held with Curtis Banks from that point onward.

Mr C submitted the forms to withdraw the full value of his Curtis Banks pension in September 2024. These forms confirmed no advice had been received regarding the withdrawal.

In March 2025 Firm A were sent a copy of the benefit crystallisation event documentation which had been issued to Mr C. This gave the value of the pension and confirmed that the full amount was to be withdrawn.

Later in March 2025, in correspondence to Curtis Banks, Firm A confirmed their account with Mr C had been closed in 2016, and that the documentation they had received would be destroyed.

Having been made aware that the policy information had been sent to his former DFM, Mr C registered a complaint with Curtis Banks in April 2025.

Curtis Banks issued their complaint response on 30 May 2025. This fully accepted that documentation was sent to Mr C's former adviser / DFM in error. Curtis Banks accepted that this was a data breach and said that they had contacted Firm A who had confirmed that the document had been destroyed.

Unhappy with Curtis Banks response to his complaint, Mr C referred the issue to this service in June 2025.

After further investigation, and as part of their submissions to this service, Curtis Banks subsequently amended their stance stating that they had no written record of Mr C removing Firm A as his DFM, and as such, whilst Mr C may not have wanted Firm A to be aware of the status of his pension, they did not believe they were responsible for any data breach. They additionally noted that Firm A were a regulated business with their own security protocols and privacy rules in place.

Curtis Banks did however accept that their complaint response letter, which had accepted the data breach had occurred, had provided incorrect information to Mr C and as such

offered £100 for the distress and inconvenience this had caused.

Our investigator looked into the complaint and, given the chain of events which had transpired, concluded that Curtis Banks should pay Mr C £200 to cover the distress caused.

In response to the investigators findings Curtis Banks repeated that whilst they had originally accepted that a data breach had occurred, their further investigations had since concluded that they had never been informed of Firm A's removal from Mr C's pension. They did however agree to the higher £200 award recommended by our investigator.

Mr C for his part did not believe the award was high enough given the seriousness of the issue and the poor service he had received over the previous five years.

Our investigator was not minded to change their findings and as such the case has been passed to me 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.

I would firstly like to repeat a point made by our investigator when communicating their initial findings. Whilst I appreciate that Mr C has had previous issues with Curtis Banks and has submitted previous complaints to them regarding the service he has received, this decision can only consider the chain of events above. Additionally, any award made in respect of this complaint will again only consider this issue in isolation and not factor in any distress previous issues may have caused.

I would also note that it is not this service's role to regulate businesses application of data protection and GDPR regulations, that is the role of the Information Commissioners Office ('ICO'). As such this service cannot look to censure or punish a business for any breaches which may have occurred.

Having looked at the chain of events above, and the evidence on file, there is conflicting information regarding the data breach.

Initially, within their complaint response, Curtis Banks accepted that Mr C's policy with them was "unadvised" and as such the documentation should never have been sent to Firm A.

This stance was then changed, with Curtis Banks stating that they were never informed by Mr C that Firm A had been removed from his policy. Curtis Banks have also said that whilst the September 2024 documentation requesting the encashment did not name Firm A, this simply meant that Firm A had given no advice on the encashment and was not considered confirmation that Firm A had ceased acting for Mr C in any capacity.

There is no evidence on file as to whether Mr C informed Curtis Banks of the removal of Firm A at some point between 2016 and 2025 or not, and as such I cannot say for sure whether the sending of documentation to Firm A in 2025 represents a breach of data protection or GDPR regulations.

What is clear is that Mr C has had no dealings with Firm A since 2016, both Mr C and Firm A themselves have confirmed this.

It is also clear that, whether considered a data breach or not, Mr C did not want Firm A to receive the documentation they were sent in 2025, and as such Curtis Banks sending these

documents did cause Mr C some distress.

Additionally, as Curtis Banks themselves accepted in their response to our investigator's initial findings, given Firm A had no dealings with Mr C (or Curtis Banks on his behalf) since 2016, there would have been opportunities during this time for Curtis Banks to query with Mr C whether Firm A were still acting for him.

Had this been done at any point from 2016 onwards, Curtis Banks could have avoided sending the documentation to Firm A.

This would have prevented the distress caused to Mr C. As such, whether an actual data breach occurred or not, I agree with our investigators findings and have upheld this complaint.

With regard to an award for the distress and inconvenience caused, I agree with the £200 amount recommended by our investigator.

Whilst I appreciate a level of distress and embarrassment was caused by the sending of the documentation, the issue was resolved in a timely manner, with Curtis Banks' argument that Firm A is a regulated company bound by their own data security and privacy protocols is considered a valid mitigating factor.

Overall, in line with the commentary above I have upheld this complaint. Curtis Banks should now pay Mr C £200 to cover the distress and inconvenience this issue has caused.

Putting things right

Curtis Banks should now pay Mr C £200 to cover the distress and inconvenience this issue has caused.

My final decision

In line with the commentary above I have upheld this complaint against Curtis Banks Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 14 January 2026.

John Rogowski
Ombudsman