

## The complaint

Limited company R, through its director Mr R, complains Barclays Bank UK PLC disclosed statements to a third party not entitled to them.

## What happened

R complained Barclays disclosed business statements to a third party Mr B, who held 25% of the shares in R, when it shouldn't have.

R explained it had told Barclays several months before the disclosure, in late 2024, not to provide information to any other party. R said is specifically cited two individuals, including Mr B, who might try to access company information when not authorised to do so. R said Barclays placed notes on the business accounts to this effect.

R said, despite this, Barclays provided Mr B with financial information he was not entitled to on two occasions. R explained Barclays provided two years' worth of statements to Mr B on two separate occasions in early 2025 at a named branch. R said Barclays didn't undertake any security checks or comply with the notes added to the account.

R explained it was in dispute with the other two individuals and this had exacerbated the situation, leading to increased legal costs and personal distress. R explained the parties had used the information in the statements to '*slander*' the company and individuals connected with it. R claimed the individuals had also caused reputational damage to another local business R traded with, because of this disclosure.

R said it had incurred further legal costs due to having to communicate with the parties through a lawyer, and this had led to delays in the liquidation of the company, which has still not occurred.

R said it had no confidence Barclays had taken sufficient steps to ensure this wouldn't happen again and R thought there was a lack of safeguarding at Barclays, and Barclays had failed to follow their internal procedures. R also said Barclays had breached data protection regulations.

R rejected the offer of £500 compensation explaining it wanted increased compensation and a thorough review of Barclays data protection practises.

Barclays wrote a final response letter. It accepted it shouldn't have provided Mr B with copies of statements and apologised. It confirmed Mr B wasn't on the '*mandate*' but explained Mr B was on their records because he held a 25% stake in the company.

Barclays couldn't say which statements it had provided to Mr B and said it had updated the account notes to stop this from happening again in the future. Barclays also confirmed that local managers had addressed this issue with staff in the branch.

Barclays didn't accept it had breached data protection regulations, explaining this was because the information it released related to a limited company, rather than personal data.

As an apology Barclays offered R £500 compensation for the distress and inconvenience the situation had caused. Barclays said it wasn't responsible for the actions of the third parties involved and maintained the offer of £500 compensation was reasonable.

Our investigator thought Barclays didn't need to take any further action. They thought Barclays had acknowledged its error and made a fair offer of compensation. They explained our service is restricted in the types of compensation it can pay to limited companies.

In response, R provided a series of invoices for legal costs and court submissions, claiming these costs and ongoing issues were caused by the disclosure of the statements.

As R rejected our investigator's recommendation its 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 Mr R feels about R's complaint, and I was very sorry to read about the issues brought to our service. 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.

Firstly, it isn't in doubt Barclays provided information it shouldn't have to a third party. Barclays has accepted this.

The evidence for this is clear in the system notes provided by Barclays. These notes show Mr R contacted Barclays in 2024. The information recorded shows Mr R said he was the director and didn't authorise '*anyone*' to have access to the accounts. The two parties' names are recorded specifically in the records, including Mr B. Mr R explicitly said these parties may know his personal details and may '*pretend*' to be him and be able to pass security.

There is a note confirming a further call regarding this issue a short time afterwards, where Mr R reiterated one of the parties would try and get access to the accounts.

The notes then show Mr B visited a branch and requested a statement in early March 2025 after passing security. Barclays has since confirmed it provided statements to Mr B on two occasions.

I can see the parties were in dispute significantly before the disclosure. The evidence supplied by R, including legal submissions, strongly suggests relationships between the parties had broken down in September 2024, and R had effectively ceased trading at that time.

Barclays were told about the circumstances in advance. The notes above show R clearly told Barclays not to disclose information to a third party, indeed naming one of the parties' Barclays then disclosed the information to. I am therefore satisfied Barclays reasonably knew the circumstances.

Having considered the above, I must now think about whether it was reasonably apparent to Barclays the impact such disclosure would have caused. And whether anything suggests the impact doesn't directly *flow* from Barclays mistake.

It is clear Barclays knew the relationship had broken down from the notes on the system. However, I am not persuaded it necessarily follows that the two named third parties, who were together joint owners of the company, wanted the information to damage the company. I accept R has claimed this disclosure led the third parties' making specific claims about the

accounts and payments, directly because of this disclosure, and this further exacerbated the breakdown of relationships.

However, I am mindful I only have R's account of what occurred. I am also mindful there is strong evidence the relationship had broken down irreconcilably before these statements were disclosed. There is no evidence in the file of why the relationships broke down in September 2024, and this isn't necessarily important for our purposes, but it does suggest issues may have occurred with the running and control of the business which had been apparent before Barclays disclosed the information it did.

This is important, as it would seem to me it limits the *direct impact* of the disclosure to Barclays. In summary, there were clear issues issued before this disclosure, so it is difficult to attribute what impact the disclosure specifically had.

Under the rules set for our service, we can't award a limited company compensation for distress, but we can award for inconvenience and damage to reputation and financial loss. I therefore need to consider each of these issues carefully and also consider the impact on R.

Firstly, I appreciate Mr R has explained the reputational damage R has incurred because of this disclosure. But I am also mindful this has been to a company which is currently not trading and is being wound up. R hasn't been trading since September 2024. I therefore think this is somewhat limiting. Again, any such award would be for the reputational damage to the legal entity, R, not to the directors. I therefore can't see any such damage to reputation would have a material impact in the circumstances.

Secondly, I must consider the financial loss R has claimed. R has helpfully provided invoices for solicitors employed to act on behalf of R. R has effectively claimed this may not have been necessary had Barclays not disclosed the information it did, so holds Barclays responsible for some of these costs.

Having read through the documents provided by Mr R, it is clear the legal issues go further than just the disclosure of the statement by Barclays and appear to mostly be regarding control of, and access to, the business and premises. These issues began several months before the documents were disclosed.

There is also evidence in these submissions the other parties may have had access to the accounts through records maintained on the business premises (which they had sole access to after September 2024) and also through online accountancy software.

I am therefore persuaded the legal costs incurred by R are most likely to have occurred anyway due to disagreements which were clearly apparent before Barclays disclosed the statements. I don't think it would be reasonable or fair to hold Barclays liable for any such costs when the matters at hand mostly concern issues not related to Barclay's mistake and stem from issues arising before Barclays made the disclosure.

Thirdly, I am persuaded this has caused R some inconvenience, but I think this is limited because of my reasoning above. I can see there are references to the statements throughout the submissions and I am persuaded the information has meant R has had to respond to issues because of this disclosure it might otherwise not have had to.

I have no doubt this has caused significant inconvenience to R that has taken a lot of effort, which has lasted many months.

I therefore agree R should be compensated but also agree the offer of £500 for inconvenience is in line with what our service would consider fair and reasonable considering the wider circumstances.

I have also considered whether the General Data Protection Regulations (GDPR) have been breached. Having done so, I agree with our investigator that R isn't a person so do not uphold this aspect of the complaint. However, this decision doesn't limit R from taking a complaint to the regulator the Information Commissioners Office (ICO) should it wish.

Finally, I appreciate R wanted our service to undertake a review of the data protection practises at Barclays. This isn't something our service has the power to do and may also be a matter for the regulator.

I appreciate R is likely to be dissatisfied with this decision, but I trust I have explaining in sufficient detail why I am not persuaded I can award further compensation in these circumstances. I would remind R that if it rejects my decision all options remain open to it, including court action.

**My final decision**

My final decision is I require Barclays Bank UK PLC to pay R £500 compensation for the inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask R to accept or reject my decision before 10 February 2026.

Gareth Jones  
**Ombudsman**