

### **complaint**

Mr B complains that HSBC Bank plc (trading as First Direct) has disclosed his personal information to third parties. This has resulted in unwanted phone calls and correspondence.

### **our initial conclusions**

Mr B says he received correspondence from HSBC in the past which was intended for a neighbour with the same surname. He also says that HSBC provided him with a loan settlement figure which related to his neighbour's loan. The claims management companies who've been calling him all cite his neighbour's address. So he thinks it must be HSBC which has passed his details on, as it's previously mixed up his details with those of his neighbour.

Our adjudicator didn't recommend that the complaint should be upheld. She was satisfied that the settlement figure was for Mr B's loan. She couldn't explain why Mr B had been receiving phone calls from claims management companies. But she hadn't seen any evidence that HSBC had given Mr B's details to third parties.

### **my final decision**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've reached the same conclusion as the adjudicator, for similar reasons.

HSBC says it doesn't pass customer details to third parties. It only shares data to complete a credit check if a customer has requested additional borrowing. I accept that that's its policy and I'm not convinced, on balance, that it departed from it in Mr B's case. I've looked at HSBC's records and am satisfied that the loan settlement figure it gave him related to his loan and not that of a third party. Mr B no longer has a copy of the letter he says HSBC sent him that was intended for his neighbour. But HSBC has confirmed that it has no record of Mr B's neighbour being a customer.

I can understand Mr B's frustration at the unwanted phone calls he's receiving. But I can't fairly conclude, based on the evidence I've seen, that they are the fault of HSBC.

**My decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before 9 November 2015.**

*Juliet Collins*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

#### **ombudsman notes**

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here) I reach my decision on the balance of probabilities – that is what I consider is most likely to have happened, given the evidence that is available and the wider circumstances.

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.