

## **complaint**

Ms M complains that NewDay Ltd shared her account information with a third party without her consent.

## **background**

On 15 February 2017, Ms M telephoned NewDay Ltd to discuss the minimum payment due on her Aqua credit card. During the call, Ms M explained that a third party family member was “angry at me”. She told NewDay this was because the third party family member had cleared the balance and Ms M had used it without his knowledge.

The conversation continued for some time because Ms M wished to use the third party family member’s credit card to make the minimum payment, but NewDay needed his consent to do that. The third party can be heard in the background of the call expressing anger, he was reluctant to come on the telephone, he used bad language when he did so

Ms M called back the same day. She told the second call handler the third party family member “is really angry because he cleared it ... he is really angry”. She repeated this and passed the phone to the third party for him to give his consent to use his card to pay the balance. He expressed his own anger.

NewDay accepts that the call handler then breached the Data Protection Act when, unprompted and without Ms M’s permission, she gave the third party exact details of the outstanding balance.

NewDay apologised and credited £70 to Ms M’s account as a gesture of goodwill. Ms M said this was not adequate to compensate her for the impact of the mistake by NewDay. She said her relationship with the third party had always been volatile. She says she had not told him the extent of the outstanding balance and had no intention of doing so. She says the result of NewDay’s mistake was she had to leave the house where she had lived and it affected her health and financial stability.

The adjudicator recommended the complaint should be upheld. She recommended NewDay pay £750 compensation to Ms M.

Ms M agreed but NewDay did not. It said it is difficult to quantify a reasonable sum of compensation and did not agree to the request to pay £750.

## **my findings**

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

I have listened to both calls on 15 February 2017. I am satisfied it was made clear to the first call handler that Ms M’s third party family member was angry about the outstanding balance. He was abusive to both Ms M and the call handler himself. I am satisfied the business had been put on notice that great care was needed when speaking to the third party.

The second call was the same day. Not only should the second call handler have been aware there had been problems earlier that day requiring great sensitivity and care, but I am satisfied the second call handler herself was told of the third party's anger. Ms M again made the third party's anger clear and when put on the phone, his anger is obvious from the beginning.

Despite all these warnings, the call handler breached the Data Protection Act when she provided full details of the outstanding balance without Ms M's permission.

I am satisfied Ms M would not have given that permission. I am satisfied the anger in the relationship described by Ms M is consistent with the anger heard in the telephone calls. I am satisfied Ms M has accurately described the difficulties and distress caused by NewDay's mistake.

The £70 paid by NewDay is insufficient to compensate Ms M for the consequences which flowed from this mistake, in what NewDay knew was a volatile and difficult situation.

I am satisfied an additional payment of £750 is fair and reasonable in all the circumstances.

**my final decision**

My final decision is that NewDay Ltd should pay £750 compensation in addition to the £70 it has already paid, to Ms M.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 20 April 2018.

Charlotte Holland  
**ombudsman**