

The complaint

Mr G complains about the information Leeds Building Society included in correspondence with him.

What happened

Mr G says Leeds sent him an e-mail which included the amount of money he had transferred into a new account. He says there was a breach of confidentiality rules and that anyone could have viewed the e-mail on his telephone. Mr G would like Leeds to simply tell him that a balance has changed without revealing the amount. He says Leeds communication has been contradictory about this issue.

Leeds says it sent a confirmation e-mail to Mr G that contained the amount of investment but limited details of the account number. It says that is its policy and if Mr G was told it was not, then incorrect information was given to him.

Mr G brought his complaint to us, and our investigator didn't uphold it. The investigator thought limited information had been provided and that it wasn't our role to tell Leeds what its policy ought to be on this issue.

Mr G questions why Leeds offered him a goodwill gesture if it hadn't made a mistake.

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.

Having done so I have come to the overall view that I don't uphold this complaint. I appreciate Mr G will be disappointed by my decision and appreciate how strongly he feels about what took place.

I hope it will assist Mr G if I explain our role here. We are not Leeds regulator, that is the role of the Financial Conduct Authority. So, it's not our role to direct Leeds about how it communicates with its customers and what information is sent to them.

I have looked carefully at the e-mail Leeds sent to Mr G and I can't see any evidence that there was a breach of confidentiality. I'm satisfied that not all of the account number was included and it difficult to see how the information could be misused for example.

I appreciate Mr G suggests anyone could use his telephone. But I am not sure why that would be the case or why Mr G's e-mails would be available for viewing by someone else. I also think that Mr G could restrict access or either delete a message or store it within a secure folder.

I have made clear that it's not our role to direct Leeds to change its policy and of course it's open to Mr G to decide if he wishes to continue his business relationship with it in those circumstances.

I appreciate Mr G's frustration if contradictory information has been given about this issue, but I'm satisfied he now knows what Leeds position is.

It is common in complaints for a business to make a goodwill gesture even when it doesn't accept any liability or fault. I'm satisfied that is what took place here and it's open for Mr G if he wishes to contact Leeds directly about that goodwill offer if he wished to accept it.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 8 April 2024.

David Singh
Ombudsman