

The complaint

A company which I'll refer to as V complains that Barclays Bank UK Plc made an error by calling a former employee to discuss a proposed overdraft.

The complaint is brought on V's behalf by one of its directors, Mr G.

What happened

V held an existing business current account with Barclays.

Mr G told us:

- In October 2023, he was due to have a call with Barclays to discuss a proposed overdraft for V. When the call didn't take place, he contacted the bank directly and it said it had called a different number.
- He asked the bank to confirm this number and it was identified that this was a previous business partner who was unrelated to V in anyway so he is concerned that Barclays has discussed private information about the company which could cause reputational damage.
- He's been personally caused distress as a result of the bank's error, worrying about the information that was given and what could now happen as a result. This had been increased by the delays in Barclays providing a response to V's complaint.

Barclays told us

- There was no evidence it had spoken to Mr G's previous business partner instead of him, as it didn't appear from its records that any call had taken place. So, there wasn't any impact to V.
- However, even if it had called the incorrect number, it wouldn't have discussed anything with unless the person taking the call was able to pass through security. And its process was to start by saying "we've been asked to give you a call" not discussing a product.
- It believed the incorrect contact number had been provided to it by V historically at some point or it wouldn't have had this as a validated number on file. It also said Mr G could check the contact details it held for V on his online banking.

Our investigator recommended V's complaint be upheld in part. She didn't think Barclays had called the incorrect number for Mr G, so she didn't think the bank had revealed any confidential information. However, she thought Barclays had caused Mr G inconvenience by not checking the details it held for him when making the phone appointment.

Barclays accepted the investigator's opinion. Mr G didn't accept the investigator's view and asked for an ombudsman to review V's complaint. He said that the £100 compensation

wasn't enough for the distress caused by the bank and that there had still been a data breach as the wrong number had been held on Barclays system and it had contacted someone who wasn't linked to the business.

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've decided to uphold it in part. I'm sorry to disappoint Mr G but there's not much more that I can add to what our investigator has said.

Mr G told us that he feels the compensation recommended by the investigator isn't sufficient to cover the distress caused by the bank's actions. However, I can only award compensation to the person(s) or entity bringing the complaint to this service – which in this case is V. So, I can't award Mr G personally for any distress caused here and as a limited company V can't be caused distress. Therefore, I can only look at any inconvenience caused to V by Barclays actions.

I recognise that Mr G feels Barclays caused a data breach by having an incorrect contact number held on file – but I don't agree. I've looked at the call transcript between the bank and Mr G and I haven't seen any evidence that the bank said it had called the incorrect contact number, it simply said that the number it held was different to the one Mr G was calling from. Mr G asked the bank to confirm the number it held, which it did, however it didn't actually say that it had called this number, on that this was the one it held on its records. Furthermore, Barclays has provided evidence of its call records from its staff and the number in question which shows that no calls were made. So, I'm not persuaded that any information was disclosed to the third-party here. But even if the bank had made the call to the incorrect number, I don't think it's likely that the bank would have provided any information due to its security procedures.

Furthermore, whilst acknowledge Mr G's concerns about the integrity of the data held by Barclays, I'm not persuaded that the bank would have held the number on its records if that number hadn't already been provided at an earlier stage. The terms of V's account also say that V is responsible for maintaining accurate records with the bank. So, I don't think the bank has done anything wrong here. That being said, Barclays has apologised for any upset this has caused and told us that it has updated Mr G's contact number to the one provided when making the phone appointment.

However, I do think Barclays could have done things better here. I agree with our investigator that the bank ought reasonably to have checked the correct contact details with Mr G when it made the phone appointment. However, I also think its service was poor as I'm not persuaded that the agreed appointment call was actually made by the bank at all (to Mr G or the incorrect number). And when Mr G called to query why he hadn't received the agreed call, he had to speak to several agents to get a resolution. I acknowledge Barclays says this error was as a result of a system issue, however I think this caused V inconvenience and I agree with our investigator's view that Barclays should pay V £100 compensation.

My final decision

My final decision is that I uphold this complaint. I instruct Barclays Bank UK Plc to pay V £100 compensation for the inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask V to accept or

reject my decision before 27 September 2024.

Jenny Lomax
Ombudsman