



Case study: Banking

CHANGE OF ADDRESS NOT COMPLETED ON A BANK ACCOUNT

Themes: Data breach; process and procedures; distress and inconvenience

A customer complained about her bank's delay in changing her address on her bank account.

Miss F visited her bank to change the address on her account. Miss F believed that her account had previously been set up to receive paperless statements and that no paper statements would be sent to her address.

A bank advice (written notification) about a maturing fixed-term deposit was sent by post to Miss F's old address where her ex-partner lived. Miss F's ex-partner opened her mail and viewed the advice which informed him about the funds Miss F had held in the fixed-term deposit. This disclosure of her personal financial affairs to her ex-partner caused Miss F great distress. Miss F believed this to be a data breach and made a complaint to her bank.

Miss F received no acknowledgment from the bank to her complaint. She visited her bank branch to ensure that her complaint was received. Miss F still obtained no notification that her complaint was accepted and again visited the bank to chase the bank's Customer Service Team for a response. The bank finally sent Miss F an email, a month after the first complaint was made, acknowledging her complaint. The bank advised that they had not changed Miss F's address as they had not received an instruction to do so and believed that the only instruction, they had to change her address was the one received along with the complaint from Miss F.

Miss F believed that the bank should pay her rent, as this had been delayed due to the number of visits she had made to the bank. Miss F also felt that she had suffered undue stress due to her bank correspondence being received and opened by her ex-partner.

CIFO investigated and confirmed to Miss F that her ex-partner had unlawfully opened her mail and referred Miss F to the local data protection legislation setting out her privacy rights and referred her to the local data protection regulator. CIFO felt that it would not be fair or reasonable under the circumstances to expect the bank to cover Miss F's rent. However, on the balance of probabilities, although Miss F could not provide confirmation that she had instructed the bank to change her address or had any confirmation that the bank had made the amendment, CIFO concluded that the address change was more likely than not to have been made and so this aspect of her complaint was upheld. CIFO therefore recommended that the bank offer Miss F compensation of £100 for the distress and inconvenience caused.