

The complaint

Mr F has complained about Oakwood Homeloans Limited. His complaint was summarised by our investigator as:

1. The contents of a Subject Access Request (SAR) was received in the post torn and damaged, as a result Mr F is concerned for his personal information.
2. As a result of contact with Oakwood Homeloans to address some financial concerns, a package was received without the provision of a stamped addressed envelope, subsequent requests were ignored.
3. Lenders only insurance cover was charged as a result of some difficulties with the receipt of the buildings insurance details, because of this Mr F was charged, and he wants some answers.

The background to this complaint is well known to both parties and goes back over many years so I won't repeat it again here. Instead I'll focus on giving the reasons for my decision.

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.

Although I've read and considered the whole file I'll keep my comments to what I think is relevant. If I don't comment on any specific point it's not because I've not considered it but because I don't think I need to comment on it in order to reach the right outcome.

Mr F said he made a SAR and when he received the package it was damaged and he fears there's been a loss of his data. He complained and asked Oakwood to investigate it with the courier and tell him the exact weight and number of pages, but it has refused to do so. He says he didn't sign for the package and it was left in the porch at his parent's house contrary to what Oakwood said in its response to his complaint.

I'm satisfied - on balance - that the SAR package wasn't damaged when it left Oakwood as that wouldn't make sense, and it is unlikely the courier would have accepted it in a damaged state. I can't hold Oakwood liable for what happened with the package after it left its premises.

Mr F hasn't notified us of any issues that would indicate his personal information had got into the hands of an unauthorised third party due to the damage to the package so there's nothing for us to "put right" here. We can consider whether a financial loss has come from the issue, but Mr F hasn't told us of any direct losses he's incurred from this. Of course, if something happens in the future, then that's something he can raise as a fresh matter at the time.

Whilst I understand Mr F is unhappy with how Oakwood dealt with his complaint about the SAR package, the handling of complaints is not itself a regulated activity. It's something that the regulator - the Financial Conduct Authority - requires financial businesses to do. But that

isn't enough to make it a regulated activity within the meaning of the rule; that is, one from the list of activities set out in the legislation from which we derive our powers.

We're able to consider concerns about complaint handling in some limited circumstances, for example, if the complaint handling was ancillary to something we have the power to consider. So we can, in theory, consider how Oakwood handled Mr F's complaint about the damage to the SAR package.

But there is another thing that we need to consider and that is that we can only make an award for any poor customer service in handling a complaint if we're upholding the underlying issue being complained about.

I've not upheld Mr F's underlying complaint about the SAR package being damaged, as I'm satisfied that damage wasn't caused by Oakwood. It then follows I can't deal with his issues relating to how that complaint was handled by the business. I don't underestimate how strongly Mr F feels about it, but this isn't something we can deal with.

Oakwood sent Mr F a letter with an income and expenditure form and asked him to send it back with documentary evidence in a prepaid envelope, but Mr F says Oakwood didn't enclose the envelope. Mr F says that he asked Oakwood for an envelope on six occasions without a reply. Oakwood says it did enclose the envelope, and it didn't reply to Mr F as it knew one had been enclosed and, in any event, Mr F could have returned the information by email.

I've considered this point very carefully and it's unfortunate there's no definitive evidence either way as to whether the envelope was supplied, and we have two directly opposing versions of events. But I don't think this issue turns on that.

The main cause for complaint is that when Mr F told Oakwood that there wasn't an envelope it admits it didn't respond to that. Surely the simplest way to have dealt with this would have been for Oakwood to have replied to one of Mr F's emails to confirm another envelope would be sent out (and actually doing so) or to explain the information could be returned by email.

That said, Mr F could have easily resolved the situation himself by sending the information by email as that's how he has been contacting Oakwood. Mr F could have taken photographs of all the completed paperwork he needed to return and emailed them through, just like he did with the photographs he took of the damaged SAR package.

Instead the issue just became entrenched on both sides. Having considered everything I'm satisfied the £100 compensation recommended by our investigator due to the lack of response from Oakwood on this point is fair and reasonable.

Finally, Mr F is unhappy that Oakwood charged him for lenders only insurance ("LOI"). LOI is charged when a lender doesn't receive adequate proof the borrower has their own building insurance. A lender doesn't have to provide details of the LOI cover to its customer, so Mr F isn't entitled to see anything relating to that. In any event, once Oakwood was satisfied Mr F had his own cover it agreed to refund the costs it had charged in relation to the LOI, so there's nothing for me to decide here.

I understand Mr F later complained that he hadn't received the refund, but that's not something I'm dealing with here as that's the subject of a separate complaint Mr F has with us. Here I only go as far as Oakwood saying it will refund the costs, and for this complaint I'm satisfied that's a fair and reasonable outcome.

My final decision

I uphold this complaint in part and order Oakwood Homeloans Limited to pay £100 compensation to Mr F. I make no further order or award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 20 January 2021.

Julia Meadows

Ombudsman