

## **The complaint**

Mr C complains Brightside Insurance Services Limited trading as Brightside incorrectly sent his details to a debt collection agency.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute, so 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.

Having done so, I agree with the conclusions reached by our investigator for these reasons:

- While our service considers relevant legislation, regulations, and directives, we don't have the power to make a finding on whether Brightside breached GDPR. However, what we can determine is whether Mr C was treated fairly, and if not, what needs to be done to put things right. Brightside doesn't dispute it incorrectly assigned a debt to Mr C and sent his details to a debt collection agency. Mr C didn't accept Brightside's offer of £50, nor our investigator's award of an additional £50. So, I've had to decide what's fair in the circumstances to resolve his complaint.
- The terms and conditions of Mr C's policy explain that Brightside are entitled to share Mr C's information for debt collection purposes. However, the problem in this complaint was that Mr C didn't owe a debt.
- I've seen a copy of the debt collection letter sent to Mr C at the end of July. Having read this - and placing weight on the fact Mr C didn't owe a debt, I consider most reasonable people would have found the situation extremely worrying and distressing. Brightside issued their final response, acknowledging their mistake, within 11 days of Mr C being sent the debt collection letter. Their quick response persuades me they took Mr C's concerns seriously. However, while I was pleased to see Brightside made an offer in recognition of the distress and inconvenience they caused, I don't consider their £50 offer goes far enough.

- As mentioned above, the content of the letter would have inevitably caused Mr C a great deal of concern. He then had to contact Brightside to find out what happened, which he shouldn't have had to do. It's for those reasons, I consider a higher award is necessary. When deciding what award would be appropriate, I had to place weight on the fact Mr C was told he didn't owe a debt, and received a response to his complaint, within a short period of time. I've also seen nothing to suggest Mr C was made to pay anything towards this debt he was incorrectly told he owed, nor any evidence that Mr C's credit file was impacted by this mistake. In taking all these points into account, I consider an additional £50 is a fair amount to recognise the distress and inconvenience Mr C suffered over that 11-day period.
- I appreciate Mr C continued to pursue his complaint after receiving Brightside's final response, and I acknowledge that would have taken time and effort. However, raising a complaint unfortunately comes with inevitable inconvenience. So, I don't consider it's reasonable to increase the compensation (beyond what I've awarded) in the circumstances.

For these reasons, my decision is to uphold Mr C's complaint, albeit not in the way he hoped.

### **Putting things right**

Brightside Insurance Services Limited trading as Brightside previously agreed to increase their offer by £50 to recognise the level of the distress and inconvenience caused by their mistake. This means the total award Mr C should receive is £100.

Brightside has told us they paid Mr C the £100 award while his case was waiting to be passed to me. In light of this, I won't be asking them to do anything further.

### **My final decision**

My final decision is that I uphold Mr C's complaint about Brightside Insurance Services Limited trading as Brightside.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 28 February 2022.

Sarrah Turay  
**Ombudsman**