

The complaint

Mrs F complains on behalf of her daughter, Miss F, that Forester Life Limited lost a document containing personal information whilst updating Miss F's details.

What happened

Miss F is the beneficial owner of a savings plan held with Foresters. Mrs F manages this account on her daughter's behalf.

Miss F changed the name and gender she was assigned at birth by deed poll. Mrs F called Foresters to notify it of the change. She was told to send in the original deed poll certificate, or a certified copy of it, so that Foresters could update its records. Foresters assured her that if the document was sent to it by recorded delivery, it'd ensure it was returned to her in the same way once the update was completed.

Mrs F sent off the document shortly after this discussion, but she heard nothing from Foresters in the weeks that followed. She did however have confirmation that the document had been delivered. Mrs F chased Foresters for a response.

Over the course of a number of conversations with Mrs F, Foresters came to the realisation it'd lost the paperwork she'd sent in. As an exception, it offered to accept an emailed copy of Miss F's passport in place of the deed poll certificate. It also offered to pay £25 to replace the certificate it'd lost. But Mrs F remained unhappy. She argued the information was particularly sensitive and that Foresters should keep looking for it until it was found.

Foresters responded to Mrs F's complaint and offered £75 to apologise for its mistake, as well as the £25 to cover the cost of a new certificate. But Mrs F remained unhappy, so she referred the matter to our service.

Our investigator recommended Foresters should increase the amount of compensation it was offering to £300, as well as covering the cost of a new certificate. They argued that:

- The information Foresters loss was particularly sensitive
- It's loss and uncertain fate potentially left Miss F at risk of fraud
- The events had caused Miss F a great deal of worry and upset

Foresters didn't accept our investigator's recommendation. It argued the level of compensation we'd proposed was excessive. It did however increase its offer to Miss F to £150 as an apology, as well as covering the cost of a new certificate.

As Foresters' new offer wasn't accepted, the matter's been referred to me.

I issued a provisional decision on 29 November 2022. This is what I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."

It's not in dispute that Foresters is at fault for what's happened here. All parties accept Foresters received and subsequently lost track of the document Mrs F posted on her daughter's behalf. What I need to decide therefore, is what should be done to resolve this matter, fairly and reasonably.

Firstly, I'm persuaded Foresters has done what it reasonably could to find the document it lost. I've been provided with evidence which demonstrates Foresters carried out a thorough search for it, and ultimately came up empty handed. At this point, it seems highly unlikely the document will ever be found. Mindful of this, I think Foresters' offer to pay the cost of a replacement certificate is the fairest thing it could do in the circumstances. There seems to be no dispute between the parties that £25 is enough to cover this. I'm therefore satisfied that Foresters' offer of £25 fairly resolves this element of the complaint.

Next, I must consider the impact the loss of her document has had on Miss F and her mother.

The information on the document Foresters lost was deeply personal to Miss F. Through her mother, Miss F's told us how worried the pair of them have been as a result. Not knowing what's happened to the document, or whether this'll affect Miss F in the future has been particularly upsetting. And they must also now face the additional inconvenience of having to obtain a new copy of the document.

I'm therefore satisfied that some compensation is due, to address the impact of Foresters' error.

With that being said, I consider the risk of any actual harm coming to Miss F as a result of the error is quite remote indeed. Given the document never materialised in any of Foresters' searches, I think there's a fair probability it's been disposed of. Therefore, in my view, the impact of Foresters' error is likely limited to the initial worry and upset caused by the document being lost, and the subsequent inconvenience of following the matter up and arranging a replacement.

For this reason, I'm satisfied it's fair for Foresters to pay Miss F the sum of £150 to apologise for its mistake.

In making this finding, which I appreciate differs from the conclusions our investigator made, I don't mean to downplay the significance of what's happened here. Foresters' mistake had the potential to place Miss F at risk of harm befitting a greater award of compensation. But fortunately for Miss F, the evidence in this case doesn't persuade me she has, or is likely to come to any further harm as a result of the error.

I'm therefore satisfied that Foresters' updated offer of £150, plus £25 to cover the replacement certificate is a fair and reasonable settlement to this complaint".

Both parties accepted my provisional 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.

As both parties have accepted the findings in my provisional decision, there's no need to change them. All that remains is for me to make my decision final, which I shall now do.

My final decision

My final decision is that I uphold this complaint. For the reasons given above, Foresters Life Limited must now pay Miss N the sum of £150 for the distress and inconvenience it caused her. Plus a further £25 to cover the cost of a replacement certificate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F and Mrs F to accept or reject my decision before 10 January 2023.

Marcus Moore
Ombudsman