

The complaint

Ms N complains that when she asked Accord Mortgages Limited to send her full details of all the personal information it held for her, on a recently redeemed mortgage, Accord sent all that information to the wrong address.

What happened

Ms N told our service that she had contacted Accord in July 2023 about a mortgage she'd redeemed in 2022. She wanted a full copy of her mortgage file, which businesses refer to as a subject access request, or SAR. She said she also asked some questions about her mortgage. But she said she didn't get the file, or a response to her questions.

Ms N said she chased Accord up about this in March. It asked to confirm her ID, which she did at the end of March. Accord then wrote to her to say that it had sent the SAR to her old address, where she no longer lived. Accord sent her another copy of her SAR by a secure online portal, and paid £175 for the distress caused. But Ms N said Accord hadn't responded to her questions about her mortgage. So she said she couldn't check whether she'd been overcharged for this mortgage, or whether it had been mis-sold.

Ms N also said she was unhappy that someone else had all of her personal information, her bank account details, and financial information relating to her mortgage. Ms N said she could never get this information back. She didn't think £175 made up for that, and she still thought Accord should investigate her mortgage in the way she had asked it to.

Accord said it accepted it had sent the SAR to the wrong address by mistake. It had sent this to the mortgaged address, not her new address. So it said it had paid Ms N £175 to say sorry for that, and reissued the SAR securely.

Our investigator didn't think this complaint should be upheld. She said that Accord had recognised an error was made and acted reasonably to rectify it by resubmitting the DSAR and offering £175 compensation for the inconvenience caused.

Our investigator said she realised Ms N's specific questions hadn't been answered by Accord, and she did think it should have responded, even if it was just to say Accord didn't intend to address the points. But she didn't think that changed the position on this case, because she thought £175 did cover what had gone wrong.

Ms N didn't agree. She wanted our service to look into the specific questions she'd asked Accord. She said because Accord hadn't responded on these points, she couldn't look into potential overcharges on this old mortgage.

Our investigator said that although Accord hadn't responded to Ms N's specific questions, the fees and charges applied to this mortgage were visible on the information Accord had sent. She said that if Ms N didn't think that information was accurate, she should raise those points with Accord.

Because no agreement was reached, this case then came to me for a final decision. And I then reached my provisional decision on this case.

My provisional decision

I issued a provisional decision on this complaint and explained why I did propose to uphold it. This is what I said then:

I understand that Ms N was very concerned when she found out that her personal information was in the public domain. I have read the SAR information which she has shared with our service, and I understand her concern.

Accord can't get this information back now. But I think once Accord became aware of this problem, it ought to have suggested to Ms N that she could take out a protective registration with CIFAS.

CIFAS is a member-based fraud prevention agency with a large database. The database records information to protect financial businesses and their customers against fraud. And when someone is concerned that their personal details may have been shared inappropriately, they can apply for a Protective Registration on that database. A registration lasts for two years, and it currently costs £30.

If Ms N registers in this way, that will then mean, for the next two years, additional checks on identity will be triggered whenever her details are used in an application for products or services with a provider using this database. The database is used by a very significant number of the UK's financial services providers.

This registration may involve some additional inconvenience for Ms N, not just because she'll have to register herself, but also because she'll then have to take some extra steps to prove who she is, when she's applying for credit. But she'd have the reassurance that anyone who does try to take out credit in her name is likely to face those extra checks too.

I think that offering to pay for a protective registration is one of the few things Accord could have done after the fact, to reduce the impact of this mistake on Ms N. I think this offer should have been made when Accord became aware that it had sent a considerable amount of Ms N's personal information to an address she hasn't lived at for some time.

I will ask Accord to increase its compensation now. Part of that can be used by Ms N to pay for a protective registration. And, both because I think Accord has underestimated the distress this issue initially caused Ms N, and because I think she has been caused additional distress by not being signposted to the CIFAS service right away, I will also ask Accord to increase its compensation overall.

Like our investigator, I also think it would have been better if Accord had responded to the questions Ms N raised, even if that was just to say that it didn't intend to audit Ms N's mortgage for her. However, again like our investigator, I do think Ms N has the information she needed now. So if Ms N does have concerns about the charges or fees she can see on her mortgage, then I would encourage her to raise those with Accord in the first instance.

Considering all of the above, I think that Accord should pay a total of £175 more in this case.

I invited the parties to make any final points, if they wanted, before issuing my final decision. Both sides replied.

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.

Accord said it agreed with the provisional decision, and had nothing further to add. Ms N told us that she hadn't previously heard of CIFAS, and would be keen to apply for protective registration. She said that would give her some peace of mind.

Ms N also said she still wanted Accord to answer the questions she had asked it. She said as Accord hadn't told her whether there were undisclosed fees or commissions applied on her mortgage, or whether all the charges were within regulatory boundaries. And she felt having a copy of the mortgage file wouldn't allow her to check that. She said if Accord didn't answer these questions now, then she would have to raise them again in future.

I said in my provisional decision that Accord ought to have acknowledged Ms N's questions, and I took that into account in reaching my conclusion on this complaint. If Ms N continues to think that a response to these questions is crucial for setting her mind fully at rest, then she can ask Accord again.

For the above reasons, I haven't changed my mind about the appropriate outcome in this case. I'll now make the decision I originally proposed.

My final decision

My final decision is that Accord Mortgages Limited must pay Ms N £175, in addition to the sum of £175 it has already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 4 November 2024.

Esther Absalom-Gough
Ombudsman