

## **The complaint**

Mr and Mrs D complain about Chase de Vere Independent Financial Advisers limited (CDV) after CDV sent an email containing their personal information to an incorrect email address. Mr & Mrs D say this caused them worry and anxiety. For ease of reading, I will generally refer only to Mr D.

## **What happened**

In December 2023, a financial advisor at CDV needed to send an email to Mr & Mrs D, using each party's email address. The email contained personal data of Mr & Mrs D. However, due to an input error with one of the email addresses, the email was not received by one of the parties. As the email was successfully received by the other party, they queried this with CDV who's adviser responded by saying they had received an undeliverable notification concerning the erroneous email address. Keen to check for themselves, Mr D sent a test email to the incorrect email address but did not receive an undeliverable notification. As a result, Mr D asked CDV to investigate, concerned about an apparent data breach. CDV attempted to recall the original email and tried to contact the adviser but that person was on leave.

Mr D emailed CDV again following up on their concerns saying they had not had a response, then CDV did respond to apologise for the email error and that they would raise a complaint. CDV investigated and sent their final response letter in which they detailed what had happened, saying that on further investigation, they did not in fact receive an undeliverable notification, and apologised for this misunderstanding.

Mr D then responded to CDV's final response letter with two points. Mr D explained he was concerned that they had initially been told by the adviser that they had received an undeliverable notification but this had now been clarified as incorrect. Mr D's second concern was around the time taken for CDV to deal with the breach.

CDV responded to these concerns reiterating the misunderstanding around the undeliverable notification, and apologising again for the inconvenience they caused, adding details of what happened had been passed on to the managers concerned.

Remaining unhappy, Mr D referred his complaint to our service. Our investigator liaised with CDV over a period of time, then issued their view in which they upheld the complaint. Our investigator did explain that our service could not determine whether a breach had occurred as this fell into the remit of the Information Commissioner's Office, but had looked at the impact this had had, and accordingly, suggested CDV pay Mr D £150 compensation.

CDV accepted our investigator's view but Mr D did not. He said the compensation figure was too low in view of what had happened, and was concerned that CDV never fully addressed why they told him the undeliverable notification was received when it was not. As a result, Mr D asked for the matter to be passed to an Ombudsman.

## **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.

I have looked at the information CDV has supplied to see if it has acted within its terms and conditions and to see if it has treated Mr D fairly.

If I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. No discourtesy is intended by me in taking this approach.

I was sorry to learn that what should have been a straightforward process has turned into a drawn-out experience and a complaint. Part of my role is to determine whether what took place was reasonable and whether CDV followed the processes correctly.

What's not in question is that an error was made with the email address and I'm glad that CDV have acknowledged this.

I can fully understand Mr D's concern as to why he was initially told by the adviser that he had received an undeliverable notification, when it was later established this was not the case. And can see how this may make him feel. And I've looked over CDV's correspondence on this point and can only take from it that a misunderstanding occurred at the time which was then clarified after investigation. I know Mr D would like more from CDV here, but I can see they have tried to address this point sufficiently.

This brings me onto the compensation figure which Mr D feels is too low considering the impact. As our investigator mentioned, our role is not to penalise or punish businesses, that would be proper to the Financial Conduct Authority, and punitive damages would be something a court might consider.

As an informal dispute resolution service, we consider awards according to what we consider to be a fair and reasonable reflection of the impact the distress and inconvenience has had upon the consumer. And so what I wanted to understand was the impact on Mr D of CDV's error, whether their offer is considered as fair, and also look at it through the lens of this service's compensation guidelines and similar cases.

In addition to the email error CDV made, I can see they took longer than Mr D would have wanted to deal with the breach he reported and I'm sure CDV have reflected on this in circumstances of when staff members are on annual leave.

I can empathise with Mr D in terms of the worry caused by an email containing his personal data being sent to an unknown destination. But I've not seen any evidence of poor consequences as a result of the error, nor have I seen any materiel losses suffered by Mr or Mrs D. Therefore it's important I concentrate my considerations on impact that has occurred.

Taking into account all the circumstances, and looking at the £150 offered in terms of fairness and reasonability, I believe CDV's compensation payment fully represents the impact of CDV's actions.

## **My final decision**

For the reasons I have given it is my final decision that the complaint is upheld. I require

Chase de Vere Independent Financial Advisers limited to pay Mr and Mrs D £150 compensation in total for the impact of its error.

Under the rules of the Financial Ombudsman Service, I'm required to ask Drs E and S to accept or reject my decision before 2 January 2025.

Chris Blamires  
**Ombudsman**