

The complaint

Miss B complains that Leeds Building Society acted unfairly by passing her personal details to a third party insurer.

What happened

Miss B had home insurance arranged through Leeds, acting as insurance intermediary. When Leeds changed insurance provider, it sent Miss B letters explaining that her policy wouldn't automatically renew, and asked her to contact it to discuss her new policy. It also phoned her in its role as insurance intermediary, acting for the new provider.

Miss B complained to Leeds about this. She said:

- Leeds didn't have her permission to share her phone number with the new insurance provider.
- Leeds sent her four letters after her previous policy had lapsed. The tone of these letters was *"bullying and designed to scare the recipient into buying their product."*
- Leeds called her approximately 18 times over a three week period around the time her old policy lapsed.
- She either hung up the phone or refused to respond to voicemails asking her to call back. This should have made it clear that she didn't want to discuss this.
- Leeds' repeated attempts to contact her left her feeling *"harassed and bullied... during a vulnerable time"*.

Leeds didn't uphold the complaint. It told Miss B:

- There was no obligation for her to accept the new quote and she could shop around for a more affordable deal.
- Its privacy policy allows it to share data with third party product providers. When it changes provider, it shares its customers' data with the new provider.
- When the new provider first called her, she asked it to call back at a more convenient time, and *"As a callback had been agreed they continued to call [her]."*
- It accepted that the new provider called her *"a lot"* but it believed Miss B wanted to discuss a new policy.

Miss B didn't accept this and complained to this service. She doesn't think Leeds adequately addressed her complaint and focused instead on her comment that the new quote was too expensive. She wants Leeds to apologise, compensate her, and ensure its new provider removes her data from its database.

Our investigator didn't recommend that the complaint should be upheld. He was satisfied that Leeds' privacy policy allowed it to share information with third party product providers, and he didn't think its letters to her were unfair or unreasonable.

Miss B didn't accept this, so the complaint was passed to me to make a final 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.

I think Leeds has confused matters here by telling Miss B that the new provider was responsible for calling her. As far as I can see, all communication came from Leeds on the new provider's behalf. I've seen no evidence that the new provider ever contacted Miss B directly.

However, for the avoidance of doubt, Leeds' Customer Privacy Policy explains what information it holds – including *“your email address, home and mobile telephone numbers”* – and explains that it will share that information with *“third party product providers that we introduce you to (or where we act as their agent), for example, providers and underwriters of insurance products.”* Miss B accepted those terms when she first took out a policy through Leeds.

Miss B provided a separate Terms of Business document which she says shows that a new product provider would only contact her in writing. I don't agree with her interpretation of that document. But in any case, Leeds wrote to her on the new provider's behalf. Miss B confirmed that all letters and phone calls were sent or made by Leeds.

I don't agree with Miss B that Leeds' attempted communication amounted to harassment. I don't think letters inviting her to *“take the required action”* were unreasonable or an attempt to bully her. I also think the wording in these letters acknowledged that Miss B might have already arranged cover. For example, an undated letter – but clearly sent after 11 February – said: *“This means if you haven't already done so, you need to arrange a new policy as soon as possible. If you haven't arranged alternative cover and would still like to receive a quote, please visit...”*

I agree that 18 calls in a three week period is excessive. However, I think Leeds' explanation that it believed Miss B had invited it to call back to discuss the new provider's quote at a more convenient time is reasonable. Miss B hasn't disputed this or said that she told Leeds not to call. I think Miss B might reasonably have told Leeds she didn't want to accept the new provider's quote or explained that she'd arranged insurance with another provider. Had she done so, and Leeds continued to call her, I'd look more favourably on her complaint.

I understand that Miss B was going through tough personal circumstances during this time and I'm truly sorry for that. However, Leeds wouldn't have known this. I don't think its attempts to contact her about taking out insurance with its new provider were unreasonable. And I'm satisfied that it was allowed to share Miss B's personal information – including her phone number – with the new provider.

For these reasons, I don't think Leeds acted unfairly.

My final decision

Your text here

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 17 March 2025.

Simon Begley
Ombudsman