

The complaint

Mr O is unhappy that MetLife Europe d.a.c. have failed to investigate or take action against a sales agent who he said had been abusive and unprofessional.

What happened

Mr O is unhappy with the conduct of a sales agent whom he says committed a data breach and acted unprofessionally when he spoke to her. The sales agent was working for a business I'll refer to as 'O'.

Mr O complained to MetLife but they said O was responsible for the conduct of the sales agent and would address Mr O's concerns. Mr O didn't agree this was right and complained to the Financial Ombudsman Service about the above issues, how MetLife had handled a claim and how the complaint had been dealt with.

Our investigator looked into what happened and didn't uphold Mr O's complaint. He thought MetLife had acted reasonably by referring Mr O's concerns to O and had dealt with the claim fairly. He didn't think MetLife had acted unreasonably in all the circumstances.

Mr O didn't agree and asked an ombudsman to review his complaint. In summary, he disagreed MetLife had acted fairly. In particular, he wanted the ombudsman to provide a final determination on whether MetLife in its role as Data Controller, holds liability under the Data Protection Act 2018 (DPA 2018) for an admitted personal data breach committed by O as its Data Processor.

At my request the investigator asked for further information about whether MetLife instructed O to contact Mr O about the premiums not being collected. I also asked our investigator to something that I would be able to comment on in my decision.

In January 2026 I issued a provisional decision. I said:

I'm sorry to read of the circumstances which led to Mr O making a complaint. I can appreciate he was very disappointed by the conduct of the sales advisor and with the data breach, which has been admitted by O.

I'm not intending to uphold Mr O's complaint for the following reasons.

O is a separate company to MetLife and does not, for example, act as their appointed representative. Mr O is a mutual client of O and MetLife. O sold the policy and holds information about its status, including whether premiums have been paid or missed. That information is supplied to O by MetLife via a portal but there's no evidence O, for example, acted on any instruction from MetLife to contact Mr O about missed premiums.

Based on the evidence available to me I'm not persuaded that MetLife is responsible for any data breach committed by O. I'm satisfied that the advisor was acting on behalf of O, and not MetLife, and therefore any data breach that occurred is O's

responsibility. So, I don't think MetLife have done anything wrong in relation to the data breach.

I've considered Mr O's request to make a finding on whether MetLife in its role as Data Controller, holds liability under the Data Protection Act 2018 (DPA 2018) for an admitted personal data breach committed by O as its Data Processor. It's for me to decide what's relevant to the outcome of this complaint and I don't think Mr O's question is central to the outcome of this complaint. That's because, for the reasons I've explained, I don't think MetLife has done anything wrong here. Mr O may wish to refer his concerns in relation to MetLife's role as a Data Controller to the Information Commissioner's Office (ICO).

Much of Mr O's complaint points focus on MetLife's handling of the complaint. He says MetLife had deflected responsibility, offered deficient complaint handling and protected the agent working for O by failing to take disciplinary action and/or acknowledge direct responsibility for her conduct.

For the reasons I've outlined above I think it was reasonable for MetLife to refer the complaint to O because the actions taken were not, in my view, MetLife's regulatory responsibility for the reasons I've set out above. So, I haven't found Mr O's complaint about this point to be substantiated.

DISP 2.3.1R says that the Ombudsman can consider a complaint under the compulsory jurisdiction if it relates to an act or omission by a firm in carrying on one or more of the regulated or other covered activities, or any ancillary activity carried on by the firm in connection with them. DISP 2.1.4G(3) says carrying on an activity includes, 'the manner in which a respondent has administered its business, provided that the business is an activity subject to the Financial Ombudsman Service's jurisdiction'.

The relevant case law *R (Mazarona Properties Ltd) v Financial Ombudsman Service* [2017] EWHC 1135 (Admin) confirms, in summary, that a complaint about complaint handling is not a complaint about a 'financial service', so falls outside the jurisdiction of the Financial Ombudsman Service. As outlined above I've concluded that MetLife didn't do anything wrong as they weren't responsible for the disclosure of data about Mr O. So, even if I accepted Mr O's arguments about how his complaint was handled, which I don't, I couldn't make an award for those issues in isolation. Therefore, I don't need to consider those issues further.

I invited both parties to let me know if they didn't agree with my provisional decision. MetLife didn't have any further comments. Mr O provided some further documentation and made a number of further comments. In summary, he said there was a breach of the confidentiality guarantee, MetLife couldn't claim the advisor's action were outside their scope and breached vulnerable client commitments. He also said these breaches occurred during the active administration of the policy and processing of personal data which are ancillary activities to the regulated service.

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.

Mr O's further comments haven't changed my thoughts about the outcome of this complaint because:

- I explained in my provisional decision why I don't think MetLife was responsible for the data breach. So, I don't think MetLife has breached the confidentiality guarantee Mr O has referred to.
- My provisional decision also explained why I didn't consider it was necessary to make a finding about MetLife's role as a data processor. Mr O's further representations haven't persuaded me that's required. As I mentioned previously Mr O may wish to refer his concerns about data processing to the Information Commissioners Office.
- The documentation Mr O provided referred to MetLife's commitments to vulnerable consumers. However, as I don't think MetLife was responsible for any data breach I don't think this has an impact on the outcome of this complaint.
- Mr O says that the breaches occurred during MetLife's active administration of the policy which are ancillary activities to the regulated activity. But, for the same reasons I explained in my provisional decision, I'm not looking at the concerns Mr O has raised about complaint handling.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 26 February 2026.

Anna Wilshaw
Ombudsman