

## **The complaint**

Mr M has complained that a member of staff at A-Plan Holdings provided his details to a family member and friends and that this resulted in him being verbally abused and physically assaulted.

Any reference to A-Plan includes its agents or trading names.

## **What happened**

Mr M spoke with A-Plan after he missed a direct debit payment on his finance plan for his motor insurance policy. He was unhappy about the default charge made by the finance provider and made this clear in various calls with members of staff at A-Plan. After these calls the branch manager spoke with Mr M about the matter. He explained that A-Plan wasn't responsible for the default charge. And he explained how Mr M could pay the amount due. He also expressed his concern about how Mr M had spoken with some members of staff at A-Plan over the telephone.

Several months later when Mr M was at an event with his catering trailer, he was verbally abused by people who he understood to be friends of one of the members of staff he spoke to at A-Plan. He was also physically assaulted by someone he understood to be a member of her family. Mr M said that the perpetrators mentioned that they had listened to a recording of a telephone conversation he had had with the member of staff at A-Plan. Mr M complained to A-Plan about this, as he thought that the member of staff had shared his personal data with other people and that was how the people who verbally abused and physically assaulted him knew who he was.

A-Plan investigated Mr M's complaint and provided a final response to it. It explained that a member of staff had mentioned to some people that she didn't want to book his catering company for a birthday party due to her interaction with him. But it assured him that no member of its staff had shared a recording of a telephone call with him or his personal data with anyone outside of A-Plan. It concluded that it had met its service standards and that it was not upholding Mr M's complaint.

Mr M asked us to consider his complaint. When doing so he said that what was most concerning to him was the apparent breach by one of A-Plan's employees of the data protection regulations. And he said that, as a result of this, he had been impacted both mentally and physically and that he had to stop trading for an hour while the incident in which he was assaulted was reported to the police.

One of our investigators considered Mr M's complaint. She explained that she was not considering any potential data breach by A-Plan's employees, as this was a matter for the Information Commissioner's Office. But that she had considered the impact on Mr M of a member of staff at A-Plan identifying him to members of her family and friends. She felt this was a breach of A-Plan's duty to protect Mr M's identity and to treat him fairly as its customer. And she explained that this had led to significant distress and inconvenience to Mr M. And she said A-Plan should pay him £2,500 in compensation to reflect this.

A-Plan agreed to the investigator's recommendation.

Mr M responded by providing his further comments on what had happened and the impact it had had on him and his family. He explained that his wife and young daughter had witnessed the verbal abuse he'd suffered and the physical assault on him. And that the physical attack itself had left him bruised and battered. He also explained how it had made it hard for him to operate his business normally after the incident due to it creating a level of anxiety for him when he was at larger events. He also said he has not been invited back to trade at the event where the incident happened this year, despite being invited for the three previous years. And he puts this down to what had happened influencing the decision of the venue on whether to invite him.

Our investigator went back to A-Plan and shared Mr M's further concerns. And she asked whether it would be willing to increase the level of compensation, as her previous recommendation of £2,500 did not take into account the reputational impact the incident had had on Mr M as a businessman.

A-Plan came back to say it was willing to increase the compensation payment to £3,500 to reflect this. So, our investigator wrote to Mr M to say she thought this level of compensation was fair in the circumstances.

Mr M responded to say that he has definitely lost the contract to trade at the venue where the incident happened. He thinks this is because of the incident and that this means A-Plan's failing has caused him a clear financial detriment. And he does not think the compensation of £3,500 is enough to compensate him for the loss of a key commercial contract, reputational damage and ongoing public-facing harm.

As Mr M isn't happy with the level of compensation that our investigator has said is fair, his complaint has been referred to me for 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.

Having done so, I agree with our investigator that £3,500 is an appropriate level of compensation for the distress, inconvenience and reputational harm Mr M experienced as a direct result of A-Plan's failings. I'll explain why.

It's not clear how the friends and family members of the member of staff at A-Plan knew enough to suspect it was Mr M when they saw him at the above-mentioned event. But – based on the evidence A-Plan has provided – I am satisfied that no-one at A-Plan shared a recording of their call with Mr M with anyone outside of A-Plan. However, clearly the member of staff had said enough for her friends and family to work out it was likely to be Mr M when they saw him at the event. This in itself, irrespective of whether it was a data-breach, is enough to mean that A-Plan failed to meet its obligations to Mr M as a customer. And it is clear that this had a direct impact on him in that it led to him being verbally abused and physically assaulted. However, it is not my role to determine whether A-Plan breached data protection regulations. This is a matter for the Information Commissioner's Office.

But I have considered the impact of A-Plan's failure to meet its obligations to Mr M as his insurance broker. And it is clear that this did lead to a very significant level of distress, inconvenience and reputational damage to Mr M. And I think it is in line with the level we describe on our website as follows:

*An award of over £1,500 and up to around £5,000 is appropriate where the mistakes cause sustained distress, potentially affecting someone's health, or severe disruption to daily life typically lasting more than a year. A mistake that has an extremely serious short-term impact could also warrant this level of compensation, but usually you'd expect some ongoing or lasting effects.*

*Examples at the higher end could include where the effects of the mistake are irreversible or have a lasting impact on someone's health or even resulted in a personal injury.*

It is clear that the incident Mr M experienced had both a serious short-term and long-term impact on him personally and on his reputation. And this is why I think an award towards the higher end of this scale is appropriate. However, while I have noted Mr M's comments about the financial impact the incident has had on his business, this is not something that I think it is appropriate for me to award compensation for. This is because I don't think it is possible to say with any certainty that Mr M will suffer a financial loss as a result of the incident. This is because it is impossible to know what business he will do instead of being at the above-mentioned event again this year. It is also difficult to be sure that the venue has decided not to invite Mr M to provide catering this year as a direct result of the incident. I appreciate it does seem quite likely this is the reason, bearing in mind what happened, but to make an award for a future financial loss I would need to consider it more likely than not that it flowed directly from what A-Plan did wrong. And – as far as I am concerned – there isn't sufficient evidence for me to reach this conclusion.

I also think that Mr M not being invited back to the event is too remote from the original failing by A-Plan, even if it was due to the above-mentioned incident, for it to be fair and reasonable for me to cover any financial loss flowing from it.

### **My final decision**

For the reasons set out above, I've decided to uphold Mr M's complaint about A-Plan Holdings and I require it to pay him £3,500 in compensation for distress, inconvenience and damage to his reputation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 01 April 2026.

Robert Short  
**Ombudsman**