

The complaint

Ms P's complaint is that, without her knowledge or consent, and without a court ordering it to do so, Aviva Equity Release UK Limited (Aviva) disclosed her lifetime mortgage account balance to a firm of solicitors. In addition, Ms P says that Aviva failed to refer her to Citizens Advice (CA) under its charitable partnership with CA. Ms P says that this is because Aviva knew she wanted advice about Aviva's own actions and misconduct.

What happened

I don't need to set out the full background to the complaint. This is because the history of the matter is set out in the correspondence between the parties and our service, so there is no need for me to repeat the details here. In addition, Aviva has already acknowledged that it made an error and has offered compensation. Therefore I don't need to analyse the events in depth; all I need to do is to determine whether the compensation Aviva has offered is sufficient, or if there is something else Aviva needs to do to put things right.

Ms P has a lifetime mortgage with Aviva secured on her property. A third party, who I will refer to as MP, has two judgement debts against Ms P totalling approximately £100,000, which are secured against the property by way of charging orders.

In June 2025 Aviva was contacted by SS, solicitors acting for MP, sending a sealed claim form, a witness statement and a draft order. The claim form was asking the court to make an order for sale of Ms P's property, with the witness statement providing the reasons why. The draft order was in the form SS was asking the court to make. In its covering letter SS asked Aviva to disclose the amount outstanding under the mortgage, and said that it would advise Aviva of the hearing date in due course.

Notwithstanding that the court hadn't ordered Aviva to disclose the mortgage account balance, Aviva provided SS with this information. I understand that the court subsequently granted the order for sale and that MP took steps to enforce the order and take possession of Ms P's property.

Ms P complained to Aviva, saying that it had no right to disclose this information to SS. In addition, Ms P, who is a vulnerable customer, said Aviva hadn't made a referral under its partnership with CA. Ms P said that this is because Aviva knew that she wanted advice about how to make a claim against Aviva for its conduct in disclosing information about the mortgage to SS.

Aviva acknowledged that it had made an error in disclosing this information. Aviva's position was that, although it accepted it shouldn't have disclosed this information, it was inevitable that the court would have granted the order for sale in any event. Therefore, although an error had been made, it was unlikely to have affected the outcome of the application made by MP for an order for sale.

In relation to Ms P's concerns about Aviva not taking account of her vulnerability, Aviva explained that it had provided Ms P with a dedicated point of contact, and ensured that her

preferred method of communication (email) was noted in its records. Aviva noted that Ms P had contacted various third-party organisations, but Aviva said that CA might also be helpful to Ms P.

Dissatisfied with Aviva's response, Ms P brought her complaint to our service. An Investigator looked at what had happened but didn't think Aviva needed to do anything further. He thought the compensation offered by Aviva was fair, and that Aviva had taken account of Ms P's vulnerabilities.

Ms P disagreed and asked for an Ombudsman to review the complaint.

On 24 February 2026 I issued a provisional decision in which I reached the following conclusions.

I've noted Ms P's detailed comments about the actions of SS, and about regulatory breaches and criminal offences Ms P says have been committed by SS and Aviva. Ms P has referred these to the relevant authorities – the Solicitors' Regulation Authority, the Legal Ombudsman, the Information Commissioner's Office (ICO), the Serious Fraud Office, and Action Fraud. Those are the appropriate authorities to investigate such issues. The Financial Ombudsman Service has no remit to enforce breaches of regulations or investigate criminal matters.

The crux of this complaint – and an issue which I am able to consider – is that Ms P is unhappy that Aviva disclosed information about her mortgage account to SS, without her knowledge or consent. Aviva should not, of course, have done this, and has accepted that it made an error. Aviva has accepted that it should have awaited a court order requesting disclosing of this information.

I'm glad Aviva has acknowledged its mistake. There is no doubt that this caused Ms P considerable distress and inconvenience. However, I'm not persuaded that if the error hadn't been made this would have changed the course of events, albeit that they might have been more protracted. As a result, I'm satisfied that the £1,500 compensation offered by Aviva is fair and reasonable in all the circumstances.

This is because Aviva should have asked Ms P if she consented to this information being provided and if she did not, then Aviva should have explained to SS that it would need to ask the court to order disclosure, if the court considered it appropriate to have this information. It's not essential for a court to know the amount outstanding under a mortgage before making an order for sale, but it's a matter for the court's discretion to request this information if it considers it relevant.

Therefore, despite Aviva's mistake, I am not persuaded that the overall outcome in relation to the enforcement proceedings taken by MP would have been different. I think it's more likely than not that the court would have ordered Aviva to disclose the mortgage balance, if it considered it appropriate to have this information before making the order for sale.

The underlying legal action between MP and Ms P which resulted in the charging orders isn't something I can comment on; if Ms P disputes that she owes MP the money secured by the charging orders, that's a matter for her to take up with the court.

I've also taken note of Ms P's concerns that, although Aviva has a referral scheme to direct customers to CA, it didn't do so in her case. Here I note that Ms P had used the scheme in the past, and so was aware of CA. However, Ms P says that Aviva's

partnership with CA means that she would be given priority. Ms P says that Aviva deliberately failed to make a referral because it was aware that she was wanting to raise concerns about Aviva with CA.

There is no doubt Ms P is a vulnerable customer. In order to preserve her privacy, I won't divulge any details, but Ms P had complex needs and it is to her credit that she is able to live independently. Notwithstanding the challenges she faces, Ms P is able very eloquently to communicate her needs and wishes, both in writing and on the telephone.

I can see that Aviva has noted Ms P's vulnerabilities, and has designated her a dedicated point of contact. In addition, Aviva has communicated with Ms P through her preferred method of email. I also note that Aviva provided Ms P with information about CA, and as she'd used CA in the past, I'm satisfied Ms P was aware of its existence and the services it provided.

Aviva's partnership with CA is set up through the Aviva Foundation, and provides funding to CA. On its website CA explains that the intention of this is *"to help people and communities manage their money during the cost of living crisis"*. It's also helped CA hire more staff and improve its online chat service. CA has also launched a service for Aviva's customers, where Aviva staff can refer its customers directly to CA for free advice.

Whilst the CA referral service is an activity carried out by Aviva, it doesn't relate to the provision of a financial service, nor is it ancillary to the provision of a financial service. The CA referral scheme isn't linked to the operation of Ms P's lifetime mortgage account. Therefore, although Aviva offers this service to customers, because it's not a regulated activity, any issues relating to the CA referral scheme don't fall within the remit of the Financial Ombudsman Service. This means that I don't have jurisdiction to consider Ms P's complaint about Aviva's failure to refer her to CA under its referral scheme.

My provisional conclusions were:

- the compensation of £1,500 offered by Aviva for disclosing the mortgage balance is fair, reasonable and proportionate and I don't intend to order Aviva to do anything further;
- I have no jurisdiction to consider Ms P's complaint about the CA referral scheme because it doesn't relate to, nor is it ancillary to, a regulated activity.

Aviva had no further comment to make. Ms P has made a detailed response, the relevant points of which I summarise below:

- The point our service is missing is that Aviva committed a crime – an unlawful data breach – and it should have waited for a court order for financial disclosure.
- To this day neither the court nor SS have been able to provide the legal documents required for disclosure of her financial position.
- Aviva is abusing its position, bullying a disabled person when it should be protecting her.
- Her complaint about CA was to highlight the farcical situation of an Aviva adviser giving her advice about Aviva.

- Despite the outcome of this complaint and her complaint to the ICO she will issue legal proceedings and now has someone to help her to do this.

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've noted everything Ms P has said, I've reviewed the file from the outset (including all the correspondence Ms P has sent us, and which I'd taken into account before issuing my provisional decision), and reconsidered all the issues. Having done so, I'm not minded to depart from the conclusions reached in my provisional decision.

First, my conclusion that the Financial Ombudsman Service has no jurisdiction to consider Ms P's complaint about Aviva's CA referral scheme remains unchanged. Ms P hasn't challenged my findings on this, so I will make no further comment.

Ms P has said that the main issue in her complaint is that she believes Aviva has committed a crime and must be held accountable for this. However, the Financial Ombudsman Service has no remit to investigate crimes or to prosecute a business if a crime has been committed. That's a matter for the police.

I'm very sorry to note that Ms P has now been evicted from the property. I have no doubt that this has been a horrible experience for her, and I don't underestimate the distress and upset she's been caused.

But overall, having reviewed everything that happened, I'm not persuaded that the only reason MP was able to take possession of Ms P's property was because Aviva disclosed the amount owing on her mortgage to SS. It was the court which granted the order for sale and the court subsequently issued a warrant of eviction. If Ms P believes the order shouldn't have been made or the warrant issued, those are matters she'll need to take up with the court.

I can see from what she's told us that Ms P considers Aviva to be responsible for the situation she is now in. I can understand that, but looking at this from an objective position, the reason Ms P lost her home was because there were two charging orders on the property totalling about £100,000 in relation to judgment debts the court had decided she owed to MP. Because those debts weren't paid, MP took the steps available to him through the courts to enable the judgement debts to be satisfied.

As I said above, if Ms P believes this was wrong, she'll need to refer it back to the court which made the order for sale and issued the warrant of eviction. It's not something that the Financial Ombudsman Service can comment on.

In all the circumstances, I'm satisfied the £1,500 Aviva offered Ms P is fair, reasonable and proportionate to the error made by disclosing the mortgage account balance to SS. I'm therefore not persuaded Aviva is required to do anything further.

I know this isn't the outcome Ms P was hoping for. I note that Ms P intends to pursue her legal remedies through the courts, and she's told us that she has a barrister and a judge helping her with this. If Ms P rejects this final decision she'll be free to pursue legal action against Aviva, should she wish to do so.

My final decision

My final decision is that I don't uphold this complaint. I leave it to Ms P to decide if she wants to accept the £1,500 offered by Aviva in full and final settlement of the complaint.

This final decision concludes the Financial Ombudsman Service's review of this complaint. This means that we are unable to consider the complaint any further, nor enter into any discussion about it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 9 April 2026.

Jan O'Leary
Ombudsman