

complaint

Mrs A complains that U K Insurance Limited ("UKI") wrongly put her name in a letter it sent to a third party after she made a claim on her motor insurance policy following an accident.

background

Mrs A's car was hit by a motorbike driven by an unidentified driver whilst it was parked outside her home. She gave UKI the other driver's registration plate and it wrote to the person who was recorded as the motorbike's registered keeper, "Mr Y".

Mrs A's name was set out in the letter to Mr Y. Mrs A found out about that when Mr Y called at her home. Mr Y said he'd sold the bike to another party three months earlier, so he wasn't involved in the accident. Mrs A says Mr Y intimidated her. She thought he'd found her through her name on social media and that UKI had breached data protection rules. In her view, UKI caused a situation where she didn't feel safe at home any more. She said because of that, she'd paid £1,500 to have a CCTV camera fitted. She thought UKI should pay her compensation for all the distress that she'd faced.

One of our investigators reviewed Mrs A's complaint. She said the Information Commissioner's office ("ICO") could look at whether there had been a data protection breach, but that wasn't our role. She didn't think UKI's action in putting Mrs A's name in the letter had directly caused Mr Y to turn up at her home. But she thought it had acted outside the policy wording, which in her view was unreasonable. She said it should pay Mrs A £100 compensation for the distress caused by that. Mrs A didn't think it was enough.

As there was no agreement, the complaint was passed to me for review.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

UKI said it didn't accept Mrs A's belief that putting her name in a standard letter had allowed Mr Y to find her through social media. It said it had acted within the terms of the policy and those of its privacy policy. It said the policy gave it the right to handle the claim as it saw fit. It said its privacy policy allowed it to share Mrs A's personal details with others. UKI referred to calls between it and Mr Y that it said showed he'd have found out who Mrs A was even if UKI hadn't put her name in its letter.

I've listened to the call recordings. It's clear that when Mr Y was told the motorbike he'd once owned had been involved in an accident, he spoke to the person he'd sold it to. It seems that person knew the details of the accident. I think most consumers who found themselves in

Mr Y's position would have contacted the bike's new owner. I think the evidence shows that he didn't find Mrs A through social media, but through the person who'd bought the bike. So I think it was largely irrelevant that Mrs A's name was in UKI's letter. I think Mr Y would have visited her anyway once he had her address – and he didn't get that from UKI.

I don't think UKI was to blame for the upset Mrs A faced as a result of Mr Y's visit. It had no option but to write to him, as he was still recorded as the motorbike's registered keeper. The insurer for the bike couldn't be identified, so that wasn't an option. But I can see why Mrs A didn't think her name should have been in UKI's letter in the first place.

We're aware that Mrs A has contacted the ICO and that it's looking into whether there has been a data protection breach. In the meantime, I've thought about whether it was fair and reasonable for UKI to add Mrs A's name to its letter. I don't think it was necessary, and the policy wording says nothing about sharing a consumer's details with other drivers or potential parties to an accident. It says UKI will share details with all its brands and with organisations and companies that help it to provide its services.

I agree with the investigator that UKI acted outside the policy wording. In my opinion, including Mrs A's name in its letter in itself caused her some alarm and upset. So I think it would be fair for UKI to compensate her for that by paying her £100 compensation. UKI has already agreed to that proposal. Taking everything into account, I don't think it would be reasonable for UKI to pay Mrs A more.

my final decision

My final decision is that I uphold this case. I require U K Insurance Limited to pay Mrs A £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 18 August 2019.

Susan Ewins
ombudsman