

## **The complaint**

Mrs F complains AXA Insurance UK Plc (“AXA”) breached data protection rules by passing her details to a third party.

## **What happened**

The circumstances of this complaint are well known to both parties, so I’ve summarised events.

- Mrs F had a car insurance policy with AXA which she’d cancelled in May 2023.
- In October 2023, she received a text from AXA saying her vehicle had been involved in an incident and that a claim was being made against her. Mrs F called AXA and told them the car – which had a different number plate – didn’t belong to her, and that she’d not been insured with AXA since May.
- Having received subsequent letters about the claim, Mrs F called AXA again. AXA accepted Mrs F wasn’t involved in the incident and arranged for information relating to the claim to be removed from the Claims Underwriting Exchange (CUE).
- However, Mrs F then received a letter from AXA’s panel firm of solicitors offering her legal assistance in respect of the claim. Unhappy the solicitor had her contact information, Mrs F complained.
- AXA said it hadn’t breached data protection rules as the solicitors has delegated authority to act on its behalf. It said the instruction to the solicitor happened automatically due to the type of claim. But it apologised for how it had handled things – acknowledging an instruction shouldn’t have been sent to the solicitor. It sent a cheque for £175 to acknowledge this.
- Unhappy, Mrs F brought a complaint to this Service. An Investigator considered it and upheld it. She said AXA needed to pay £300 compensation to recognise the impact on Mrs F.
- AXA agreed with the Investigator’s findings, but Mrs F said the compensation didn’t reflect the gravity of the situation. So, the complaint has been passed to me for an Ombudsman’s 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 the outcome our Investigator reached and I’m upholding this complaint. I’ll explain why.

It’s not in dispute Mrs F was no longer insured with AXA at the time the claim was incorrectly

made against her. I'm satisfied the stress Mrs F experienced in relation to this was entirely avoidable given a simple check of her name and policy information would have revealed she no longer had a policy with AXA and that the registration for the vehicle allegedly involved in the incident didn't match the one on her previous policy. Clearly opportunities for due diligence were missed which could have avoided the situation occurring.

Having spent time resolving the matter it would have been frustrating and concerning for Mrs F to receive a letter from the solicitors – who provide policy holders with legal support under the legal expenses insurance aspect of cover. It seems this letter was automatically generated which is why it was still sent after AXA had confirmed Mrs F wasn't involved in the incident. AXA accepts it shouldn't have instructed the solicitor.

Mrs F says AXA hasn't acted in compliance with data protection laws by sharing her details with its panel firm of solicitors. It's not the role of this Service to decide whether or not a business has breached data protection laws – that's the role of the Information Commissioners Office (ICO). If Mrs F has concerns about whether AXA has complied with the General Data Protection Regulation (GDPR), she can raise this directly with the ICO.

I can, however, consider the impact of AXA's actions on Mrs F. Given there was no claim or incident involving Mrs F, the consequence of sharing her details with an unnecessary party could have been avoided – and in turn, the upset Mrs F has experienced as a result of this.

Mrs F has said she hasn't received an apology from AXA, but AXA has in its final response letter said sorry for not managing her expectations in respect of the solicitor, and it acknowledges an instruction to it shouldn't have been sent.

When I consider the above - whilst keeping in mind AXA put things right within a short period of time - I'm satisfied £300 compensation is fair and reasonable in the circumstances.

### **My final decision**

My final decision is I uphold this complaint and direct AXA to pay Mrs F £300 compensation in total. If the cheque it has already issued for £175 has expired, is due to expire, or has been destroyed by Mrs F, it will need to issue a new one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 11 April 2024.

Nicola Beakhust  
**Ombudsman**