

## **The complaint**

X has complained that AllClear Insurance Services Ltd failed to act on a right to erasure request and continued to send unwanted communication regarding a travel insurance policy.

## **What happened**

X purchased the annual travel policy on 30 September 2022. They say that they then realised that they didn't need it and so cancelled it. They also say that on 12 October 2022 they asked to exercise their right to erasure. However, they continued to receive correspondence from AllClear.

AllClear sent its complaint final response letter to X on 1 December 2023. It set out a slightly different version of events to that stated by X. However, it accepted that there had been errors in firstly, not removing X from its marketing list and secondly, in not actioning the cancellation request. It offered £30 compensation, removed X from its marketing list and was taking steps to erase their details from its database.

Our investigator thought that AllClear's response to the complaint was reasonable. X disagrees and so the complaint has been passed to me for a 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.

As promised in its final response letter, AllClear went ahead and removed all record of X from its database. So we are in the unusual position of it not being able to provide any information at all in relation to this case. X was able to provide a copy of the final response letter, so AllClear has asked us to rely on that as its stance on the complaint.

Although X and AllClear have set out slightly different version of events, there is no doubt that errors were made that inconvenienced X. As already mentioned, AllClear has accepted that it failed to remove them from its marketing list and that it failed to cancel the policy at the first time of asking. And there's no dispute that X received further correspondence after asking for their details to be erased.

The matter at hand here is whether the £30 offered by AllClear is a reasonable amount to compensate X for the impact of the errors that occurred.

X says they felt harassed by the correspondence. They say they also had to spend time on multiple occasions asking for the contact to stop. They say they also wasted time going to the Post Office to return mail. This resulted in distress and anxiety. They think that £300 would be a more appropriate amount of compensation.

I've considered all the evidence that X has provided and I've thought carefully about what they have said. I understand that they feel very strongly about this issue.

I have no doubt that they have been caused some distress and inconvenience by what happened. However, as an alternative dispute resolution service, our awards are more modest than X might expect and likely less than a court might award. Taking everything into account, on balance, I'm satisfied that £30 is an appropriate and proportionate amount. Therefore, I won't be asking AllClear to do anything more.

### **My final decision**

For the reasons set out above, I do not uphold the complaint.

AllClear Insurance Services Ltd should pay the £30 compensation now if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 5 August 2024.

Carole Clark  
**Ombudsman**