

## The complaint

Mr and Mrs J complain that The Mortgage Works (UK) Plc wrongly gave their personal data to a broker. They ask for a significant financial gesture.

## What happened

Mr and Mrs J have a mortgage with TMW. The mortgage application had been made via a broker. Mr and Mrs J accept that the broker had consent to deal with their mortgage application, but say this consent expired when the application was completed.

Mr and Mrs J say that TMW gave information about their mortgage to the broker without their consent. They say this caused them stress and anxiety.

TMW said it didn't give the broker information about Mr and Mrs J's mortgage or any personal data. It said it gave the broker generic information about its processes.

Our investigator said there was no evidence that TMW had given the broker Mr and Mrs J's personal data.

Mr J said even if there was no data breach, TMW had accessed their account without their consent in order to provide information to a third party.

## 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.

Where the evidence is incomplete, inconclusive or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Businesses have obligations related to their customers' personal information. For example, they are required to use the information fairly and lawfully, keep it secure and to delete it when it's no longer needed. TMW holds information about Mr and Mrs J and their mortgage account.

In September 2022, TMW received a query by email from a broker. This said "*The client's intention is to change the property to HMO [a house in multiple occupation] in the next year so the question is, is the switch that has been applied suitable for that purpose...or would the client need to re-mortgage to a HMO deal?*"

TMW's response said "*The advice I have seen is that he should notify us of the change but we won't make a product change until his next rate expiry.*"

I can't see that the email TMW received referred to Mr and Mrs J or their account. From what Mr J has said, the broker had previously made an application to TMW on behalf of Mr and Mrs J. So presumably Mr and Mrs J think that the person that responded to the email on behalf of TMW knew the broker was referring to them. It's likely TMW receives many

enquiries from brokers. It's possible it didn't know who the broker's client was in this case.

Either way, TMW's response didn't include any names, addresses, account numbers or other information related to Mr and Mrs J or their mortgage account. It doesn't refer to a particular product.

TMW says the person writing the email didn't access Mr and Mrs J's mortgage account. It says the response provided was generic information about its processes. It says there's no record of the email on or attached to Mr and Mrs J's mortgage account. Because there's no record attached to Mr and Mrs J's account TMW was unable to locate the email. In responding to Mr and Mrs J's complaint, TMW relied on a copy of the email provided by Mr J. The name of the staff member that sent the email is redacted. TMW says it doesn't know which member of staff sent the email.

Mr J has put a lot of emphasis on the wording in the email "*The advice I have seen...*". Mr J considers this to be a reference to advice given when they took out the product, which he says means the person writing the email must have accessed their account. I think it's more likely the person writing the email was referring to having checked the matter with a colleague or internal policy. They wouldn't have had to access Mr and Mrs J's mortgage account to do this.

Since bringing the complaint to us, Mr J said he'd asked TMW to confirm whether their current product is the one they took out when they took out the mortgage (which he said was due to expire in June 2022) or a new product. He considers the answer to be important, as this will establish when the advice referred to in the email was given. But, as I said, I think it's more likely the writer was referring to having checked with a colleague or an internal policy.

Mr J said we should require TMW to provide details of all correspondence and notes. But TMW says there's no record related to the email on Mr and Mrs J's account. So I can't see that asking TMW for all of the notes and correspondence for Mr and Mrs J's mortgage account will provide any relevant evidence. I don't think it's reasonable to ask for this.

I haven't seen any evidence to persuade me that TMW provided Mr and Mrs J's personal information to a third party. It follows that I don't think it's fair and reasonable to require it to pay compensation or take further steps in relation to this complaint.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J and Mr J to accept or reject my decision before 13 December 2023.

Ruth Stevenson  
**Ombudsman**