

## **The complaint**

Mrs W and Mr W are unhappy that Santander UK Plc sent statements for their account to an incorrect address and also restricted their access to their savings and current accounts.

## **What happened**

Mrs and Mr W noticed that the personal details on one of their accounts had been changed without their permission. The unauthorised changes included the names, address, and contact details listed on the account.

Mrs and Mr W contacted Santander, who confirmed they would change all the details back to how they had been. However, Santander didn't action this change in a timely manner, and this meant that one of the monthly account statements was sent to the person whose name and contact details had been added to their account in error. Santander also placed restrictions on Mrs W and Mr W's other accounts, including savings and current accounts, which meant that Mrs W and Mr W could access those accounts for approximately three weeks. Mrs W and Mr W weren't happy about this, so they raised a complaint.

Santander looked at Mrs W and Mr W's complaint. They explained that one of their advisor's had completed another person's request to update their personal account details on Mrs W and Mr W's account by mistake. Santander accepted that this had resulted in a data breach regarding the sending of Mrs W and Mr W's account statement to the incorrect party.

Santander apologised to Mrs W and Mr W for that had happened and they made a payment totalling £250 to them. This included £225 by way of apology and £25 to cover the cost of Mrs W and Mr W registering with a UK fraud prevention agency should they wish to do so. Mrs W and Mr W weren't satisfied with Santander's response, so they referred their complaint to this service.

One of our investigators looked at this complaint but felt the complaint response Santander had issued already represented a fair resolution to what had happened. Mrs W and Mr W weren't happy with that investigators view of this complaint, and the complaint was later reviewed by another investigator who recommended that Santander should make an additional payment of a further £100 to Mrs W and Mr W, which that investigator felt would provide a fairer total amount of compensation for the trouble and upset that Mrs W and Mr W had incurred. Mrs W and Mr W remained dissatisfied, so the matter was escalated to an ombudsman for a final 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.

Santander don't dispute that they made mistakes here, both in regard to their advisor incorrectly changing the personal details on Mrs W and Mr W's account, and in the actions that subsequently followed, including the sending of an account statement to an incorrect party and Mrs W and Mr W being unable to access their savings and current accounts for

three weeks.

It's also clear that Mrs W and Mr W feel very strongly about this complaint. However, it must be acknowledged that this service isn't a regulatory body or a Court of Law, and so it isn't within the remit of this service to punish or fine a business, or to declare that a business has acted in a non-regulatory or unlawful manner. Such declarations would be for a regulatory body or a Court of Law to make.

Instead, this service is an informal dispute resolution service, with a remit based on fairness of outcome. I've followed this remit by focussing on whether Santander have taken the corrective action necessary to put Mrs W and Mr W back into the position they should have been in, had the mistakes made by Santander never occurred. Additionally, I've also thought about whether Santander have fairly compensated Mrs W and Mr W for the inconvenience and upset they incurred because of what happened.

Santander have corrected the name, address, and contact details on Mrs W and Mr W's account. And Santander have also removed the blocks that they'd placed on Mrs W and Mr W's account while they investigated what had taken place, and which had been put in place because, before they understood that an advisor error was to blame, they were concerned that an unauthorised party might have passed their security questions and protocols and accessed Mrs W and Mr W's account.

This all seems reasonable to me, and so I'm satisfied that Santander have taken the corrective action necessary here to return Mrs W and Mr W's accounts back to the position they should have been in, had no mistakes occurred.

But I also acknowledge that Mrs W and Mr W have been upset and inconvenienced by what's happened here. And while Santander have confirmed to this service that they would be agreeable to paying a further £100 compensation to Mrs W and Mr W, in line with recommendation made by our investigator, I'm aware that Mrs W and Mr W feel that considerably more compensation should be warranted, given the impact that these events have had on them.

When considering matters of compensation for inconvenience and distress, this service's approach is to try to understand the impact that the events have had on the complainant, and to arrive at a compensation amount that feels fair in regard to that impact, and also in consideration of the broad framework which this service uses as a guide to arriving at fair compensation amounts – further details of which can be found on our website.

Taking all these points into account, I can appreciate how Mrs W and Mr W would be upset that their account statement had been sent to the wrong person. However, because this service considers what has happened – rather than what could have happened – I feel that this is mitigated somewhat by the fact the person who in correctly received the statement returned it to Santander, and by Santander's payment of £25 to Mrs and Mr W to cover the cost of their potentially registering with a UK fraud prevention agency.

Also, while I can appreciate how Mrs W and Mr W would have been frustrated and inconvenienced by not being able to access their accounts for three weeks, I note that the restrictions on their account were put in place because Santander had understandable concerns that Mrs W and Mr W's account access and security information may have been compromised, and so took action to ensure that any potential culprits wouldn't be able to take any money or issue any further instructions on their accounts.

This doesn't distract from the fact that Mrs W and Mr W did incur both upset and inconvenience because of Santander's errors, including the length of time that Santander

took to put things right. But in consideration of all the above, I feel that the further compensation payment of £100 – taking the total for all payments to £350 – does represent a fair and reasonable resolution to what's happened here. And I can confirm that I consider it to be commensurate with what I might have instructed Santander to pay, had the amount not already been recommended by our investigator.

I realise this might not be the outcome Mrs W and Mr W were wanting here, but it follows that while I will be upholding this complaint in their favour, I'll only be doing on the limited basis that Santander must pay them the further compensation amount of £100, as described above. I hope Mrs W and Mr W will understand, given all that I've explained, why I've made the final decision that I have.

### **Putting things right**

Santander must make a further compensation payment of £100 to Mrs W and Mr W.

### **My final decision**

My final decision is that I uphold this complaint against Santander UK Plc on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 5 January 2023.

Paul Cooper  
**Ombudsman**