

The complaint

Mr P complains that on more than one occasion there have been errors made by Santander UK Plc ("Santander") when his account and profile have been merged or mixed up with his twin brother's.

What happened

On 12 October 2022 Mr P applied for an Esaver account with Santander. Mr P says his twin brother – who shares his initials and lives at the same address - applied for an account at the same time. Mr P says his brother's new account appeared in his mobile banking app. Mr P was unhappy with this as some years before a similar incident had occurred where Santander had incorrectly accessed his account when his brother had called up Santander about his account.

Santander's records show that a duplicate account in Mr P's name was opened on 14 October 2022 there was no activity or balance on the account and it was closed on 19 November 2022.

Mr P complained to Santander about this. Santander agreed it had made an error and that two Esaver accounts were incorrectly opened under Mr P's profile but says it had no record Mr P's brother having access to the duplicate Esaver account or that his brother opened an Esaver account. Santander logged this as a potential General Data Protection Regulation (GDPR) breach for review, but as there were no merged records found and Mr P's data was correct no further action was taken. Santander paid Mr P £150, then a further £50 in compensation.

Mr P was dissatisfied with this and so brought his complaint to this service.

Following this Santander have now offered an additional £300 compensation bringing the total to £500 but Mr P is still unhappy with this as he believes this level of compensation isn't proportionate to the inconvenience, stress and worry caused.

One of our investigators looked into Mr P's concerns and were satisfied that the error was a duplicate account being opened rather than a merging of profiles with his brother and that Santander had correctly registered the complaint as a GDPR breach in order to investigate the matter further despite this not being the case.

Ultimately, they reached the conclusion that the compensation Santander had offered of £500 in total was fair for the distress and inconvenience suffered as we don't compensate for potential harm or losses or impact caused to third parties.

Mr P disagreed, he doesn't believe the compensation being offered is enough when the problem isn't fixed and may occur again in the future. He says both him and his brother have been caused significant distress and inconvenience by this and has asked 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.

My role is to look at problems that Mr P has experienced and see if Santander has made a mistake or treated him unfairly. If it has, we seek to put - if possible - Mr P back in the position he would've been in if the mistakes hadn't happened. And we may award compensation that we think is fair and reasonable.

Because of an incident in the past where due to another error made by Santander Mr P's brother was able to access information on his account Mr P is concerned that him and his brother's profiles have once again been merged/mixed up when he opened an Esaver account in October 2022.

I understand why Mr P would be concerned about this but from the evidence I've seen this isn't the case. Santander's records show two accounts were opened in Mr P's name - which is different from his brothers - and there is no record that his brother had opened an Esaver account. So I'm satisfied the error – which Santander have accepted it made – is the opening of a duplicate account for Mr P on 14 October 2022.

Santander have confirmed that the account was closed the following month on 19 November and so all I have to decide is whether the total compensation Santander have offered of £500 is fair and reasonable and enough to settle Mr P's complaint – and I think it is.

I should note here that this service doesn't supervise, regulate or discipline the businesses we cover. And my role isn't to punish or penalise businesses for their performance or behaviour – that is the role of the regulator, in this case the ICO. My role is simply to decide whether Santander's offer is a fair and reasonable way to settle Mr P's complaint.

Santander have confirmed it has closed the duplicate account, so Mr P is in the position he'd be in if the mistake hadn't happened.

And although it doesn't look like there has been a GDPR breach relating to Mr P's personal data – but rather an administrative error – I think it was reasonable and prudent of Santander to report it as such until it was able to investigate the matter further.

Mr P doesn't believe the compensation of £500 is enough as he is concerned the problem isn't fixed and could happen again. But although I appreciate where Mr P's concern's come from, the information I've seen doesn't support a repeat mistake but rather two different errors that are unrelated, the first of which was made in 2020 and is the subject of a separate complaint this service has determined is out of jurisdiction and not one I can consider here in this decision. In any case, we as a service can't compensate for things that may or may not happen in the future.

I have considered everything provided including what Mr P has said about the impact this mistake has had on him, his credit score and whether there has been any financial loss. And having done so I haven't seen that the duplicate profile and account has been used against him adversely in the month that it was open – or that Mr P has suffered any financial loss or

his credit score has been adversely affected due to this. Indeed, there was no balance or activity on the account in the short time it was open.

I accept this has also caused some concern for Mr P's brother, but as our investigator has explained, we can't consider compensation for Mr P's brother as he is a third party to this and not the eligible complainant.

I understand the Mr P wishes to know what measures Santander has put in place to stop this happening again. But as I've already explained we are not the regulator here – that is the job of the ICO – so it is not my job to say what measures Santander have to put in my place, nor is it to determine the level of the data breach if any that occurred.

My role in this case is simply to determine whether the £500 compensation offered in total is fair for the distress and inconvenience Mr P has suffered – and I think it is.

So on this basis, I think what Santander has already offered to settle Mr P's complaint is fair and I'm not going to ask it do anything more.

My final decision

For the reasons I've explained, I've decided that the £500 compensation in total offered by Santander UK Plc to Mr P is a fair way to settle his complaint. Santander should now pay Mr P any of the outstanding compensation of which I understand is £300.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 3 February 2025.

Caroline Davies
Ombudsman