

## **The complaint**

Mrs B is unhappy that Santander UK Plc sent emails about a credit card account held in her sole name to her husband's email address without her consent.

## **What happened**

Mrs B successfully applied for a Santander credit card account in her sole name. In her application, Mrs B provided an email address which Santander used to correspond with her during the application process. However, when the application was approved and the account was opened, Santander sent emails about the account to Mrs B's husband's email address, without Mrs B's consent. Mrs B wasn't happy about this, so she raised a complaint.

Santander responded to Mrs B but noted that they had sent the emails Mrs B was unhappy about to the email address Mrs B had registered on her Santander profile, and didn't feel that they'd done anything wrong by doing so. Mrs B didn't agree, so she referred her complaint to this service.

One of our investigators looked at this complaint. They didn't feel that Santander had acted unfairly by sending emails to the email address Mrs B had registered on her Santander profile. But they noted that Santander had sent correspondence to that email address after Mrs B had told Santander she was unhappy about it, and that Santander had also provided Mrs B with incorrect information about how the registered email address on her profile had been updated to her husband's email address.

Because of these issues, our investigator recommended that Santander should pay £75 compensation to Mrs B for any trouble or upset those mistakes may have caused. Santander agreed with the view of this complaint put forward by our investigator. However, Mrs B 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.

Having done so, I note that Mrs B has provided several detailed submissions to this service regarding her complaint. I'd like to thank Mrs B for these submissions, and I hope that she doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mrs B notes that I haven't addressed a specific point that she's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both Mrs B and Santander. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Santander have explained that when they receive a new application, they correspond with

the email address provided in the application during the application process. However, if that application is successful, and if the applicant already has a profile with Santander which already includes a registered email, which Mrs B did, then Santander will correspond post-application with the previously registered email.

Santander have explained that this is because, in instances where the previously registered email address is different to the email provided in the application, they want to ensure that the previously registered email address receives correspondence as one of many steps they take to protect against potentially fraudulent applications.

Santander's actions in this regard seem both fair and reasonable to me. And while Mrs B is unhappy that her husband's email address was the registered email address she held with Santander, I feel that it was Mrs B's responsibility to have been aware of the email address that she had registered with Santander and to have updated it if she wasn't happy with it.

Ultimately, I don't feel that Santander have acted unfairly by sending emails to the registered email address they held for Mrs B, and which was available for Mrs B to review on her Santander profile at any time. And I'm satisfied that it was fair and reasonable for Santander to send emails to the email address registered on Mrs B's Santander profile, rather than corresponding solely with the email address provided in the application, for the reasons previously described.

Mrs B has said that she didn't update her email address to her husband's email address. But Santander have demonstrated to my satisfaction that the email address was updated following a successful login to Mrs B's online banking profile in 2022, on the same day that Mrs B applied for a personal loan with Santander. And, given that the email address was updated following a successful login to Mrs B's Santander profile, I don't feel it's unreasonable for Santander to consider Mrs B to have made that change.

If it was the case that Mrs B didn't login to her Santander profile at the time in question, and didn't update her email address to her husband's email address, then I feel it's reasonable to conclude that the most likely person to have done so was Mrs B's husband. But if that were the case then that would be a private matter between Mrs B and her husband and not something I would hold Santander accountable for. And I remain satisfied that Santander had no reason to suspect that anyone other than Mrs B was updating her own profile.

All of which means that I won't be upholding Mrs B's primary complaint here or instructing Santander to take any further or alternative action regarding it.

However, while I'm satisfied that Santander didn't act unfairly by corresponding with the registered email address on Mrs B's profile, up to the point that Mrs B told them she was unhappy about it, I do feel that Santander should have made sure that no further emails were sent to that address after Mrs B expressed her dissatisfaction to them.

Unfortunately, this didn't happen, and I can appreciate that this would have been upsetting for Mrs B. And I also note that Santander initially provided incorrect information to Mrs B about how her email address had been updated in 2022, which I feel has also been a source of frustration and upset for Mrs B.

In consideration of these secondary mistakes, and the impact that they've had on Mrs B, I'll be upholding this complaint in Mrs B's favour and instructing Santander to pay £75 compensation to her.

In arriving at this position, I've considered the trouble and concern that Mrs B may have experienced because her email address wasn't updated when she first brought her concerns

to Santander and because of the incorrect information she was given. I've also thought about the general framework that this service uses when assessing compensation amounts, details of which are available on this service's website. And, taking these factors into account, I feel that £75 is a fair compensation amount.

Mrs B has also raised concerns about how Santander have handled her complaint about this matter. However, as per the rules by which this service must abide – which can be found in the Dispute Resolution ("DISP") section of the Financial Conduct Authority ("FCA") Handbook – this service is only able to consider complaints about specified activities, of which complaint handling isn't one. In short, this service can't consider a complaint about how a business has handled a complaint. And this means that this aspect of Mrs B's complaint isn't one that it's within my remit or authority to consider.

Finally, Mrs B feels that Santander have breached her personal data by sending details of her credit card account to her husband. However, this service isn't a regulatory body, and so this aspect of Mrs B's complaint also sits outside the remit and authority of what I can consider. If Mrs B continues to feel that Santander are in breach of regulation in this regard, then I can only refer her to the Information Commissioner's Office ("ICO"), which it's my understanding would be the relevant regulatory body in this instance.

To confirm, what this service can consider is whether a business is felt to have acted fairly or unfairly. And, in this instance, regarding Mrs B's primary point of complaint, I don't feel that Santander did act unfairly by sending emails correspondence to the email address registered to Mrs B's Santander banking profile, for the reasons explained above.

But I do feel that Santander acted unfairly towards Mrs B by not updating her registered email address when she first made them aware she was unhappy about it and by providing incorrect information to her about how her email address was updated in 2022. And I've upheld this complaint in Mrs B's favour on that limited basis accordingly.

### **Putting things right**

Santander must pay £75 to Mrs B.

### **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 B to accept or reject my decision before 5 June 2025.

Paul Cooper  
**Ombudsman**