

The complaint

Mr M complains that Santander UK Plc sent its response to his data subject access request (DSAR) to an incorrect address causing him financial loss and distress.

What happened

Mr M says that the information was delivered to his neighbour as it was addressed to property number “44” on his road and not to his address at property number “44A”. And says that this led to a dispute with his neighbour and that police had attended a related incident and then recovered the by then opened envelopes but not the contents. He believes that this breach resulted in credit being taken out in his name by a third party. He wants to be compensated for the cost of taking out credit monitoring subscriptions.

Santander accepted that the information was wrongly addressed to number 44 and said it apologised for this. But it has provided a photograph from its courier which it said showed the information packages for the DSAR being held in the hands of an individual just outside Mr M’s open door. And it’s also provided a photograph of his neighbour’s front door to show that this is materially different in style to the one shown in the photograph with the information packages. And a photograph of Mr M’s front door. It explained that the material was dispatched on 19 August 2024. It says that on 23 August 2024 it received an email from Mr M with a photograph of a letter containing the password to the documents. He also phoned to say that this and the packs had been delivered to his neighbour. On 25 August 2024 he emailed again to say that all three items had been brought over by his neighbour and were already opened.

Our investigator didn’t recommend that the complaint be upheld. He said that this service wouldn’t be making a finding about whether data protection regulations had been breached. That was the role of the Information Commissioner’s Office. But we would be assessing what happened and the impact for Mr M.

Our investigator said that he was persuaded that the information was delivered to Mr M. He provided Mr M with the photographic evidence from Santander. And he said that he didn’t think it would be fair to require Santander to pay compensation.

Mr M didn’t agree and wanted his complaint to be reviewed. This was a huge error, and he’d been caused significant distress. He said he’d provided all the evidence he had. And that no delivery company would deliver to a different address. He also maintained that password information had been delivered to the neighbour’s address too and this was something our investigator hadn’t dealt with.

My provisional decision

I issued a provisional decision on 25 June 2025. I set out below what I said.

I explained I wouldn’t be able to say exactly what happened. And where there is a dispute or inconsistent information, I’d be making my findings about the key issues on the basis of what I think is most likely to have happened. I’d take into account the information available, and

the consistency of any testimony provided. I asked for some more information from Santander through our investigator. I needed to say that it then disputed our ability to consider this complaint further due to legal proceedings about the same matters. But that it's now accepted these are no longer ongoing. It additionally told me that its position is that any letters with a password for the information were also sent by courier. It said that it wouldn't be paying for the credit monitoring as it was Mr M's decision to take this out. It didn't provide me with further background documents I asked for including its complaint notes and the emails from Mr M.

I was clear from the evidence that two information packs were sent to Mr M in August 2024 in response to his DSAR. And at least one letter with password details to access certain information in the packs was also sent.

I considered it most likely that a courier would only take a photograph at the actual delivery address used. I was satisfied that the picture of the front door included in the relevant photograph isn't that of Mr M's neighbour. And I thought it most likely the door of Mr M's address. I couldn't see the door number in the photograph but noted the apparent similarity of the door, that it's open and that an individual whose face isn't shown, is holding the two then unopened packs. I also noted that as set out above Mr M hasn't been consistent in his own explanation of how these were returned to him.

I wasn't satisfied on the evidence that any password letter was similarly delivered. I considered Santander has had sufficient time to provide this evidence of delivery by courier including in response to my questions. There is no photographic evidence and the copy of a password letter itself provided makes no reference to this being delivered by courier. And on balance I considered it most likely this did go to number 44. In making this finding I placed weight on Mr M's first reported email contact with Santander about this specific letter in which he said that he had retrieved this from his neighbour.

In my assessment Mr M's information packs weren't compromised as a result of actions by Santander. And although due to its error the related password may have been viewed by a neighbour this had no actual impact on the security of his account and personal details. I didn't doubt though the distress this caused Mr M about the potential for a breach of his data, especially if as he says, credit was later falsely taken out in his name. And I considered that this concern may have reasonably led him to take steps to protect and monitor his credit data going forward. Our investigator had asked Mr M for actual evidence of the related credit monitoring subscription(s) taken at that time. But Mr M hadn't been able to provide it and show the cost and date of any relevant subscription. Had he been able to do so I said I'd have been minded to require Santander to compensate him with the cost of one such subscription for six months.

I hadn't seen clear evidence that Santander apologised directly to Mr M for dispatching all of his information with an incorrect address. In addition, in light of my findings I considered that he should be compensated for the distress it caused. We don't make punitive awards and having taken into account our published guidance about compensation I found that the appropriate amount is £100.

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 said it agreed to settle the complaint in line with my provisional decision and pay Mr M £100.

Mr M said he would agree with the compensation on the basis that Santander didn't continue to say that the password letter was delivered by courier - a claim he said was false. He also said that this letter hadn't been sent in an accessible format as he'd requested and Santander hadn't apologised for this. Mr M provided evidence he said showed he'd taken a subscription with a credit monitoring service at £14.95 per month linked to his card details. He wanted 12 months of subscriptions also refunded to him.

I've considered the new evidence from Mr M carefully. This appears to indicate he has taken a subscription with one of the two credit monitoring agencies he'd originally referred to. There is a 30-day free period stated and the ability to cancel at any time. There's nothing to show any actual payments were charged to his card. Notably this evidence doesn't include the date the subscription was taken. That was detail I specifically said in my provisional decision I'd have needed to see. And it's also something I note our investigator asked Mr M for in March 2025 as Mr M had said that credit monitoring subscriptions had been put in place in response to what happened.

I'm afraid I consider Mr M has had sufficient time to arrange for this information and that it was reasonably clear to him what would be required. I'm not persuaded on the evidence that he's demonstrated that he'd already taken an active subscription at a date close to and so relevant to the events of this complaint which happened in August 2024. And that his card was after such date charged for any amounts. So, I won't be awarding compensation for this. Mr M also refers to the password letter not being in an accessible format. That's not a complaint point I've been considering here so I won't be in a position to assess it. My understanding is that Mr M may have already raised this point under a different complaint reference and it's been settled. That's something he may wish separately to clarify with our investigator or Santander.

In light of my further assessment, I don't see a reasonable basis to depart from the conclusions of my provisional decision and I remain of the view that £100 in compensation is the fair amount here.

My final decision

My decision is that I uphold this complaint and require Santander UK Plc to pay Mr M £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 21 August 2025.

Michael Crewe
Ombudsman