

THE COMPLAINT

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail.

In short, Mr O's complaint is about a fraud marker ('the Marker') that Santander UK Plc ('Santander') placed against him. Mr O complains that this Marker led to several adverse consequences.

Santander accepts that the Marker was applied in error. As a result, it has offered Mr O £500 in compensation.

One of our investigators considered Mr O's complaint and recommended that Santander pay Mr O an additional £500 in compensation. Santander accepted this, but Mr O did not.

As Mr O did not accept the investigator's findings, this matter has been passed to me to make a decision.

WHAT I HAVE 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.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

I acknowledge Mr O's request to speak with me. However, I do not consider a discussion necessary because I have sufficient information to issue my decision.

Key findings

In addition to Mr O's submissions about his complaint, he has also raised several other issues. However, I will only be addressing the merits of Mr O's complaint in this decision.

I find that the investigator at first instance was right to reach the outcome she did. I am also satisfied that her findings issued on 30 October 2025 – together with her post-view correspondence – properly addressed the submissions made by both Mr O and Santander, as well as the key issues in dispute between them.

I am satisfied that Santander's offer of £500, together with the investigator's recommendation of a further £500, is fair and reasonable in the circumstances of Mr O's complaint. I find that a total award of £1,000 fairly reflects the distress and inconvenience Mr O experienced as a result of the Marker. In reaching this conclusion, I have considered the

following key factors: when the Marker was applied, when Mr O discovered and reported it, how long Santander took to correct its error, and the impact the Marker itself had on him.

As I agree with the investigator's detailed findings, I will not repeat them. However, I will expand on some points below.

Dismissal from charity

Mr O says he was dismissed from his role at a charity after he disclosed the Marker to them.

Mr O has provided a statement dated 18 November 2025 purporting to be from a former employee of the charity. The statement seems to suggest, amongst other things, that Mr O was dismissed because he did not provide the charity with a response about the Marker within the required timeframe: "[Mr O] was requested to provide a written response within a predetermined timeframe ... *No response was received [from Mr O] within the allotted time. Consequently, and in accordance with the Charity's constitution, internal governance framework, and the principles of fiduciary stewardship, the Committee acted to dismiss [Mr O] without prejudice.*"

If my interpretation of the above is correct, it appears that Mr O was dismissed because he did not respond to the charity in time, rather than simply because Santander had entered the Marker. The statement also indicates that Mr O later provided the charity with information confirming the Marker had been entered in error, but by that point the charity had already dissolved. Given this, I do not consider it fair to hold Santander responsible for the entire chain of events that followed its error.

Even if I am mistaken about the above, and Mr O was dismissed as a direct result of the Marker, I find that this consequence is too remote. I do not consider – applying the reasonable person test – that Santander ought reasonably to have foreseen that Mr O would be dismissed, or that the charity would dissolve, as a result of the Marker. I do not find these outcomes to be probable consequences of Santander's error.

Medical conditions

Mr O has also provided a statement dated 14 November 2025, said to be from his carer. The carer suggests that the Marker has affected Mr O's health and resulted in several medical conditions. In considering this statement, I have borne in mind that it was written by Mr O's carer rather than, for example, his doctor. Further, the statement is not a formal medical diagnosis. I therefore attach limited weight to the statement when assessing compensation for distress and inconvenience.

Financial compensation (distress and inconvenience)

I note Mr O has requested financial compensation which is significantly higher than what the investigator has recommended. So, I want to make him aware of our Service's general approach when it comes to awarding consumers financial compensation for the distress and inconvenience they have experienced.

If our Service determines that a financial business has done something wrong, and this has had an impact on their customer – we then consider whether financial compensation is appropriate. If it is appropriate, any award our Service recommends must be fair compensation which is a proportionate reflection of the impact a business' actions had on their customer. Further, any financial compensation we award ordinarily would not be a substantial amount, as we are an informal dispute resolution service only, which does not punish or fine businesses for errors they have made.

I have reminded myself of the above when assessing compensation for distress and inconvenience in this matter.

Conclusion

Taking all the above points together, I find that Santander's offer of £500 (which I understand has already been paid) and the investigator's additional recommendation of £500 – are fair and reasonable in the circumstances of this complaint.

MY FINAL DECISION

For the reasons set out above, my final decision is that I uphold this complaint in part. Therefore, I direct Santander UK Plc to pay Mr O:

- £500
- If Santander UK Plc has not yet paid Mr O its initial offer of £500, it should make that payment accordingly.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 9 March 2026.

Tony Massiah
Ombudsman