

complaint

Mrs J has complained that Santander UK Plc changed the name and correspondence address on her mortgage account without her authority. Mrs J is also unhappy about a default balance on a current account, which she says she didn't open.

background

Mrs J has a mortgage account with Santander which she's had for some years. In 2016 she complained to Santander that the mortgage was in the incorrect name – her married name. She wants Santander to change this back to her maiden name. Santander said it had acted in accordance with Mrs J's instructions.

Mrs J also complained that Santander sent correspondence to the wrong address. Santander acknowledged that its systems hadn't updated a change of address for the mortgage account. As a result, two letters were sent to the address of the mortgaged property, rather than Mrs J's address. Santander apologised and paid compensation of £100, plus £20 so that Mrs J could register a notification with CIFAS about this.

Mrs J was also unhappy that, although she'd set up a password on her mortgage account, Santander didn't use this.

Mrs J is also concerned about a current account in her name that she says was opened fraudulently. The account had defaulted in 2010, and this had affected Mrs J's credit file. After investigating this, Santander wasn't persuaded the account was fraudulent. But in January 2017 it agreed to write off the defaulted balance on the account.

Unhappy with Santander's response, Mrs J brought her complaint to us. An adjudicator considered the complaint, but she didn't think Santander needed to do anything more. She thought the compensation paid for the incorrect address was fair. The adjudicator noted that, although a password had been set up, Santander's system didn't provide for there to be a prompt for this. She explained to Mrs J that we can't tell Santander what systems it must have in place. And she noted that Santander had said Mrs J could change her name on the account if she provided the correct identification documents at a branch and went through its process for this.

As far as the current account is concerned, the adjudicator didn't think Santander had acted unreasonably when it explained to Mrs J that it wasn't able to agree with her that the account was fraudulent. But the adjudicator noted that Santander had written off the balance.

Mrs J didn't accept the adjudicator's findings. She is adamant that she didn't open the current account. Mrs J says that because this "*imposter's file*" is linked to her Santander accounts, this has tainted her credit history

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I can see how strongly Mrs J feels about this complaint. She has made a number of detailed points, which I have read and considered. I hope the fact that I do not respond in similar detail here will not be taken as a discourtesy. As an informal dispute resolution service, we

are tasked with reaching a fair and reasonable conclusion with the minimum of formality. In doing so, it is not necessary for me to respond to every point made, but to concentrate on the main issues in a complaint. Having done so, while I realise Mrs J will be disappointed, I don't uphold her complaint, so I'll explain why.

I'm satisfied Santander has investigated Mrs J's concerns about the opening of the current account on several occasions. On each occasion it was unable to conclude that this account had been opened fraudulently. It's not my role to decide whether or not Santander is accusing Mrs J of fraud. What I have to determine is whether Santander has acted fairly and reasonably in relation to the concerns Mrs J has raised about this account.

I appreciate Mrs J feels very strongly that a third party has impersonated her to open this account and run up a debt for which she has been held liable. But the evidence that's available about the opening of this account – and in particular details of an account with a different bank which Santander established belonged to Mrs J – satisfies me that the conclusion Santander reached was reasonable in all the circumstances.

The debt on that account was defaulted in 2010. Generally the default would be reported on Mrs J's credit file for six years after default. But Mrs J says her credit file is still impaired because of it. I've not been provided with a copy of the credit file, and nor has Santander.

I can see that Santander has agreed that if Mrs J is still having problems with her credit file as a result of any error on its part, it will look at this. I think that's fair. Mrs J would need to raise this with Santander separate to this complaint.

As far as the mortgage account is concerned, I'm satisfied that a change of details form was completed in 2012 changing the name on the account. At that time, the address was also changed.

I can see that in 2016 some mail was returned to Santander. As a result, in accordance with its policy, it changed the address on its system to the address of the mortgaged property. But unfortunately when Mrs J provided an updated address, this didn't change automatically on the mortgage account. As a result, two letters went to the mortgaged property address.

Santander has apologised to Mrs J for this, and paid her £100 compensation for the trouble and upset this caused Mrs J. I think this is fair and reasonable. So that she can register a protective marker with CIFAS, Santander has also paid Mrs J £20, the fee for this. I think this is fair too. I'm not going to ask Santander to do anything else.

It's unfortunate that Santander's systems don't prompt a request for the password Mrs J added to her account when someone calls. This is due to the way Santander's system is set up. I appreciate this is frustrating for Mrs J, who thought this would be a failsafe for her. But I don't have any power to tell Santander to change its computer system to enable password prompts. Although not ideal, it's always open to Mrs J, when she calls Santander, to get the agent to confirm the password with her before proceeding.

Santander's explained that if Mrs J wants to change the name back on her account, she can do so by going into the branch with appropriate proof of identity and address. Given Mrs J's concerns that someone has impersonated her, I think this is reasonable.

I appreciate this isn't the outcome Mrs J was hoping for. As I explained above, the Financial Ombudsman Service provides an informal service. We don't have the powers of enquiry that

the police or the courts do to investigate allegations of criminal activity. I do understand how strongly Mrs J feels about this matter. But after giving careful consideration to this matter, I'm unable to uphold the complaint.

This is because I'm satisfied the compensation Santander has already paid (£100 for trouble and upset and £20 for a CIFAS protective registration) is reasonable. I'm not persuaded there is any basis upon which I can fairly order Santander to do anything more than this.

my final decision

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 27 April 2018.

Jan O'Leary
ombudsman