

### **complaint**

Mr C is unhappy that Santander UK Plc (“Santander”) used a third party to trace him after he had moved without updating his contact details with the bank. He says using this method was illegal and breached Office of Fair Trading Guidelines.

### **our initial conclusions**

The adjudicator did not uphold Mr C’s complaints. He concluded that Santander had not acted incorrectly. In response, Mr C said he believed the adjudicator had ignored issues that would be considered serious by the Office of Fair Trading and The Information Commissioner’s Office.

### **my decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr C and Santander have provided.

I can appreciate Mr C’s concern about his private information being disclosed. But I agree with the adjudicator. A letter sent from the bank to Mr C was returned in the post, because Mr C had not updated his contact details. I consider the bank acted fairly and reasonably when it instructed a tracing agent to find him. Santander is entitled to try and sort things out with a customer who owes it money. Santander says the law is clear and it can charge for an unarranged overdraft. It sent Mr C a letter advising him of the charge. He said he was unaware that he owed money. As a gesture of goodwill Santander cancelled the overdraft fee. It also suspended all further fees and charges on the account to stop the amount he owed from going up. It also credited his account with two further payments of £70 and £165 in response to his ongoing concerns about breach of his privacy.

I am satisfied that Santander acted properly and it responded positively and sympathetically towards Mr C when he complained. It has paid him compensation that goes beyond the amount of any compensation we would award in these circumstances.

**For these reasons, my decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr C either to accept or reject my decision before 13 September 2013.**

*Susan Webb*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

### **ombudsman notes**

When he first contacted us, Mr C had already complained to Santander that it wrongly allowed his account to go overdrawn, when he did not have an overdraft facility in place. He objected to the charges he incurred as a result. He was also concerned that the bank had wrongly passed his details to a third party. The adjudicator phoned Mr C and told him that, in his opinion, Santander had acted correctly. He said that the action Santander had taken to refund charges and pay compensation went beyond what we could have recommended in these circumstances.

When Mr C asked for his case to be referred to an ombudsman, he was just concerned about the fact that the bank had given out his information. This is the point I have dealt with.

### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.