

complaint

Mr B complains that Santander UK Plc wrongly disclosed inaccurate information on his financial affairs.

our initial conclusions

The adjudicator was satisfied that Santander had made a fair offer to pay Mr B £150 as a goodwill gesture and pay for a year's protective registration to reduce the risk of identity fraud. The adjudicator explained that this service couldn't investigate the personal data breach and referred Mr B to the Information Commissioner's Office.

In response Mr B said that the amount of compensation was too low and that Santander should remove a number of searches from his credit record as these had been done in error by the bank.

my final decision

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

I appreciate that Mr B also says that too many credit searches were carried out but Santander has provided me with evidence that these were carried out following account applications. So - on balance - I find that the credit searches were carried out correctly.

Santander accepts that it made a mistake but says it had Mr B's verbal permission to discuss its decision on whether to open an account for Mr B with Mr B's partner. Mr B disputes this and says that Santander also gave inaccurate information to his partner. He says this caused problems in his relationships and he experienced distress and inconvenience as well as financial loss.

I find it is likely that Santander made a mistake when it disclosed information to Mr B's partner. But the Financial Ombudsman Service makes only modest awards for distress and inconvenience so I find £150 is fair and reasonable compensation and in line with what this service would have awarded – had Santander not already made the offer. Mr B has not provided evidence of his financial loss to this service so I find I cannot make a further award.

My decision is that Santander UK Plc should pay Mr B £150 and the year's subscription for protective registration, as it has offered to do.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before 30 August 2013.

Sarah Brooks

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

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here) I reach my decision on the balance of probabilities – that is what I consider is most likely to have happened, given the evidence that is available and the wider circumstances.

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.