

## **complaint**

Mr and Mrs L are unhappy that Santander UK Plc incorrectly sent a letter relating to their savings account to Mrs L's ex-partner, Mr T. Mr and Mrs L were expecting to receive a significant amount of money from Mr T's mother's estate, but as a result of this error have said they now think it's very unlikely they'll receive anything. They're unhappy with the breach of confidentiality and distress caused by this situation.

## **background**

Santander sent a letter to Mr T's address about some recent payments that had left Mr and Mrs L's joint savings account. Mr T is Mrs L's ex-partner, and she used to live at that address.

Mrs L was expecting some money from the estate of Mr T's mother, and when this didn't happen, Mr T said he'd give her some money.

Mr and Mrs L have said that Mr T opened the letter and called them to say it looked like they didn't need the money he'd previously said he was going to give them.

Mr and Mrs L complained to Santander that as Mr T will no longer give Mrs L any money they'll lose out on a significant amount.

Santander replied and accepted they'd made a mistake. They told Mr and Mrs L what to do to fix the issue with the address and said by way of an apology they'd offer £250 compensation – this included £20 per person to register with CIFAS, a fraud prevention agency.

Mr and Mrs L did follow what Santander had told them to do to resolve the address issue, but didn't accept the compensation awarded. They said serious distress had been caused, and there were breaches of confidentiality for both of them. They were also extremely unhappy at the financial loss resulting from Mr T saying he'd no longer pay them any money. Mr L has said although Santander couldn't reasonably have seen what was going to happen the situation is Mr T is no longer going to pay this money. As such, Santander are responsible for some of this loss.

Our adjudicator considered the complaint. They didn't think Santander could reasonably have foreseen that sending this letter in error would mean Mrs L's ex-partner wouldn't give them money previously promised – so they didn't award anything for this. And they felt the award of £250 was sufficient to resolve this complaint – as the primary reason for the distress was not receiving the money Mr T had said he'd give them.

Mr and Mrs L accepted that Santander couldn't have known what would happen. But they felt £250 should be awarded to each of them, as there were two breaches of security as well as distress caused primarily to Mrs L. And they didn't agree the primary reason for the distress was because of the money no longer being paid, but rather because of the breaches of security and Mrs L having her ex-partner know some of her current financial situation. Because of this, the case has been passed to me.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm satisfied that the compensation of £250 is a fair award to resolve this complaint. I'll explain why.

Mr and Mrs L have said this is a breach of both their data, and combined with the distress caused to Mrs L in particular means £250 isn't enough.

I can accept that Mr and Mrs L have both been caused distress as a result of this situation – and I'm sorry to hear that. But when considering compensation for this error I have to think about the impact it's had, and any potential implications.

Mr and Mrs L have had to deal with Mr T knowing some information about their financial situation. That shouldn't have happened. But I've not seen anything to make me think there's a significant concern regarding the security of their information. And Santander said the compensation they've awarded means Mr and Mrs L could register with CIFAS if they'd like to. This would reduce that risk, so I don't think this is a good reason to increase the compensation.

Mr L has explained it's been distressing for Mrs L to have her ex-partner know anything about her current financial situation. And again, this shouldn't have happened. But this contact didn't come out of the blue which could've been more distressing – they were in touch about the potential payment from Mr T. The letter Mr T received was also about a savings account – it didn't relate to a current account which could've shown more detail about Mr and Mrs L's day to day financial spending. And setting aside that potential payment, and while I do accept Mr and Mrs L have been caused distress by this situation, I've not seen enough to make me think the award Santander have offered isn't fair.

Although Mr and Mrs L accepted our adjudicator's view about part of the complaint I think it's helpful to for me to address this issue of foreseeability in this case to give a full answer.

Santander have accepted they sent Mr and Mrs L's joint savings account letter to Mr T in error. I'm satisfied based on what I've seen Santander didn't know of the potential impact of this mistake. And the agreement between Mr T and Mrs L was a private one with no legal obligation on Mr T to pay this money, so I can't say the payment was guaranteed. I also note the amount Mr and Mrs L say Mr T was originally going to pay was quite a lot more than the amounts mentioned in the mis-addressed letter. With all this in mind, I don't think it's fair to award any compensation against Santander for the financial loss Mr and Mrs L have said they'll now experience.

Mr and Mrs L have made reference to other cases where we're awarded compensation, and argued their situation is worse. But each case is considered on its own merits and I'm satisfied that £250 is a fair amount given the overall circumstances of this particular case.

Santander UK Plc should pay the amount of £250 to Mr and Mrs L, if they haven't already done so.

**my final decision**

It follows, for the reasons I've given, I don't uphold Mr and Mrs L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 1 March 2019.

Jon Pearce  
**ombudsman**