

complaint

Mr B complains that Santander UK Plc has not treated him fairly in that it will not explain how his name came to appear on a death certificate and will not give him enough reassurance that his personal information has not been compromised.

background

Santander wrote to Mr B in November 2015 to tell him that his name appeared on the death certificate of a third party and to find out if he was a beneficiary of that third party's estate. Mr B responded that he had no association with the deceased man and was very concerned at how his details came to be on the certificate. He has asked Santander to explain this and to provide reassurance that his information has not been compromised. He considers that Santander provided poor customer service in how it dealt with his queries. Santander has acknowledged it could have responded more sympathetically to his queries and has apologised for this and offered Mr B £100 compensation for distress and inconvenience as well as £20 to cover a two-year subscription to CIFAS.

Our adjudicator agreed that Santander had not provided the level of service we would expect, but considered that the offer of compensation was fair and reasonable in the circumstances. He did not consider that Santander was responsible for the name appearing on the certificate, and agreed the bank was not in a position to provide explanation or reassurance beyond that which it already had. He considered the offer of £20 to cover a CIFAS subscription to be fair and reasonable in the circumstances.

Mr B does not agree, saying the explanations are unsatisfactory and despite making the complaint, he has no more information about why his name is on the certificate than he did when he first learnt of it.

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 understand why Mr B found it disconcerting to be contacted by Santander about his name being on the death certificate of someone he had no association with. But it's important to acknowledge that Santander would have been given the certificate with those details already listed – it is not the author of that document and isn't in a position to explain why Mr B's name appears on it. Because Santander doesn't have that information, I can't require it to provide any more explanation to Mr B than it already has. The bank was simply carrying out its responsibilities regarding the estate of the deceased man and while I realise this has caused Mr B some distress, I don't consider that to be because of any error by Santander.

Mr B is worried that his personal information may have been compromised. I understand his concern, but I don't consider that Santander has done anything to create or exacerbate that risk. The bank has offered to cover the cost of a two-year CIFAS subscription – a service which notifies the subscriber of activity in relation to their personal information. I consider this to be fair and reasonable in the circumstances.

Santander has acknowledged that it did not provide a reasonable level of customer service to Mr B regarding his queries and has offered him £100 compensation for the distress and

inconvenience this caused him. I also consider this to be fair and reasonable, though I appreciate Mr B may not wish to accept it.

my final decision

Santander has offered to pay Mr B £100 compensation for distress and inconvenience and £20 to cover the cost of CIFAS subscription. I consider these offers to be fair and reasonable in the circumstances. Santander UK Plc should pay Mr B £120, though it is up to him whether he chooses to accept this.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 May 2016.

Catherine Wolthuizen
ombudsman