

The complaint

Mr S and Mrs K are unhappy with the compensation Santander UK plc (“Santander”) offered them for a £5,000 cash deposit they say went missing. They’ve raised a number of concerns about how Santander handled the matter.

What happened

Mr S and Mrs K went to a branch of Santander to deposit around £46,000 given to them as a gift. Mr S and Mrs K arranged an appointment with the branch to deposit the money and thought the appointment included a private room to make the deposit. On arriving, they say they were told the money should be deposited at the cash desk, which they were uneasy about. The cashier counted the money and said there was around £6,000 less than Mr S and Mrs K say they’d counted themselves. Around £1,000 was found very quickly, but £5,000 remained missing.

Mr S and Mrs K then asked to review a CCTV recording to try to work out what had happened to the missing money. After initially being told this wouldn’t be possible, they were shown the footage, which they say showed the cashier walking away from the desk with a number of £50 notes in her hand. Mr S and Mrs K were sure this was the missing money. Mr S and Mrs K say they spent hours in the branch that day trying to resolve the matter and were crying and shaking with shock. The following day, Mr S and Mrs K went on their honeymoon. They say not knowing whether they’d get back the £5,000 they say they’d handed over.

During their honeymoon and for around four weeks afterwards, Mr S and Mrs K contacted Santander many times for updates. Around six weeks after Mr S and Mrs K visited the branch to make their deposit, Santander called them to say it would pay them £5,000 and £450 compensation. Santander said the compensation was for the worry caused to both of them during their honeymoon, the lack of contact with them and the time it had taken to deal with the matter. Mr S and Mrs K didn’t think this was enough. So Santander increased their offer to £600.

Mr S and Mrs K were unhappy with the £600 compensation. They felt it did not reflect the stress they both suffered on the day of the deposit or the effect the handling of the situation had on their honeymoon. They brought the complaint to us.

Our investigator did not uphold the complaint. He felt that the £600 compensation was fair and reasonable for the trouble and upset caused and took account of the £74 they’d incurred in call costs whilst on honeymoon connected with the event. Mr S and Mrs K didn’t agree and asked for an ombudsman’s decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint and whether Mr S and Mrs K should be awarded more compensation.

I have also considered the impact the events would have had on Mr S and Mrs K's enjoyment of their honeymoon and that the £5,000 was part of a gift of around £46,000.

In its final response letter, Santander said it would make a payment of £5,000 to Mr S and Mrs K. Santander made this offer even though its own internal investigation was still underway and it later paid the amount. It is not in dispute that Mr S and Mrs K have now received this sum.

When Mr S and Mrs K arrived at the branch, they were advised the money would need to be paid in over the counter. Santander has said the reason for this is that it doesn't accept deposits in rooms. While I can understand a room would have offered privacy, it is the case that deposits are usually made over the counter where cashiers have access to tills and systems. So I don't think the Santander were unreasonable in saying the money needed to be paid in over the counter. In any event, given what Mr S and Mrs K think happened to the £5,000, I don't think they would have been any more protected if a room had been provided. So I don't think the issue of the room is material for the purposes of deciding this complaint.

I understand Mr S and Mrs K want to know the outcome of Santander's internal investigation. But Santander is limited in what it can tell them because of data protection issues involving other members of staff. So for this reason, I don't think Santander has been unreasonable in not passing those details on. Nor do I consider the details of Santander's internal investigation necessary to enable me to decide the complaint.

I know Mr S and Mrs K would like me to review the CCTV footage. But I have not reviewed it for three reasons. First, Santander has paid them the £5,000. Second, the extent of Mr S's and Mrs K's distress seems reasonable to me and I am persuaded by their descriptions without having to review the footage. Third, the events covered by the CCTV footage have been reviewed by the bank and as such I don't think I need to comment further on what the footage may or may not show. If Mr S and Mrs K have further concerns about the conduct of Santander in this matter, they should contact the Financial Conduct Authority.

It's not in dispute that the business could've done more to keep Mr S and Mrs K informed about whether and when they'd receive the £5,000. A number of the updates given by Santander appear to have been triggered by calls or emails from Mr S and Mrs K. Also, it appears updates weren't provided by Santander when it said it would update Mr S and Mrs K and they were often unable to speak to someone who could update them. The complaints handler said they'd receive £5,000 within a few days, but they didn't, which led them to contact Santander more times to find out when they'd receive it. Santander says this is reflected in the compensation it offered and I am satisfied that it is.

I appreciate that Mr S and Mrs K are frustrated by how long it's taken Santander to decide whether to give them £5,000. But the investigation would most likely have involved more than just reviewing the CCTV footage and would also have involved liaising with other areas of the bank and their staff, all of which takes some time. Santander says it considered the time taken when deciding compensation and I am satisfied that it has.

I understand why Mrs K and Mr S would want a copy of the CCTV footage. I also accept it's Santander's usual process not to let customers see such footage and so not give copies to customers. Santander could've done more to explain to Mr S and Mrs K why it couldn't give them a copy of the footage, especially as they'd already been shown it against branch

procedure. If a clear explanation had been given straightaway, Mr S and Mrs K would have not felt the need to contact Santander a number of times about the footage.

It is not in dispute that Mr S and Mrs K incurred £74 in call costs whilst abroad on honeymoon. What is in dispute is whether the cost of these calls has been included in the compensation. The complaints handler didn't say over the phone that the compensation covered the cost of the calls. The final response letter said that the costs were included, so Mr S's and Mrs K's confusion on this is understandable.

Having looked at everything, it's very clear Mr S and Mrs K feel very strongly about their complaint. But my role isn't to punish or fine a business – it's to look at what the business has done to resolve the matter and say whether I think that's fair and reasonable in the circumstances. I think Santander's payment of £600 for trouble and upset to Mr S and Mrs K is fair and reasonable, even when taking into account the cost of the calls, the communication around this matter and the overall impact on Mrs K and Mr S. So I will not be asking Santander to do anything more. I realise Mr S and Mrs K will be disappointed by my decision but I'm afraid this does now bring to an end what we can do to assist them.

My final decision

For the reasons set out above, my final decision is that I do not uphold Mr S's and Mrs K's complaint. I do not instruct Santander UK plc to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K and Mr S to accept or reject my decision before 4 June 2020.

Ruth Peek
Ombudsman