

## **The complaint**

Mrs S complains that Santander UK Plc (Santander) made errors on an international payment.

## **What happened**

On 18 March 2022, Mrs D visited a branch of Santander and asked to transfer £10,000 from her account to a relative in Serbia. On 21 March 2022, Santander sent the payment in euros. The recipient bank received Euros 11,469.07 and then converted these to local currency and charged a fee of Euro 42.85.

Mrs S complained. She said she asked for the payment to be made in GBP, and Santander made an error by sending it in Euros. She said that because the beneficiary then had to convert the euros into local currency and then to GBP, there had been a loss of £500. Santander accepted they'd made an error. But they'd offered Mrs S the option of asking for the payment to be recalled, but she'd declined that. They'd not received evidence from Mrs S which showed the loss she had suffered. They offered a refund of the fee charged by Santander - £25.

Mrs S brought her complaint to us. Our investigator said Santander didn't need to do anymore. Without any evidence of the losses suffered by Mrs S, he couldn't recommend any compensation other than the refund of the fee of £25.

Mrs S asked that an ombudsman look at her complaint.

### *I reached a provisional decision where I said:*

Santander admit they made an error in sending the payment in euros and not in GBP – so I won't go into any detail of how that happened as it's not relevant to how this complaint might be resolved.

So, the crux of Mrs S's complaint is now – what compensation she should receive.

I noted that Santander offered to recall the payment after it had been sent – and therefore that would've given Mrs S the opportunity to send the payment again in GBP. Mrs S declined to do that. I've thought about this - and I don't think it would've resolved Mrs S' issue. Because very likely that in recalling the payment, the euros would've been converted back to GBP. And therefore, there would've been an exchange rate loss and a fee to pay – so if Mrs S had taken that option, she would've ended up with less than £10,000 back into her Santander account. So – that's not a mitigating factor in favour of Santander here, or a reason to not uphold Mrs S' complaint. So, I discount this point.

Mrs S argues that the beneficiary had to pay two lots of fees or exchange losses in Serbia. Firstly, to convert the Euros 11,469.07 to local currency (dinar); and then to convert this to GBP.

We have asked Mrs S for evidence of the losses incurred. She has shown us there was a

fee of Euro 42.85 to convert to local currency. So, I think it's only reasonable that Santander pay this.

Mrs S has said that there was another loss for changing the money from local currency to GBP. She says that in total, there was a loss of 5% - i.e. £500. But she hasn't shown us any evidence of this second loss; and as our investigator has told her, we must see evidence of this if Mrs S wants to make a case for a higher amount of compensation. For example, a copy of the bank statement (showing the charges) of her relative who was the beneficiary; or a document from their bank to show this. In responding to this provisional decision, I invite her to come forward with this – otherwise, we cannot say the compensation can be increased for that.

Mrs S has argued strongly that this was upsetting and stressful for her. The branch testimony says she was in the branch for an hour – which is much longer than would normally be the case. And she then had to visit the branch on several occasions since then to try to resolve the problem. And I'm persuaded that she did suffer some stress and inconvenience.

Santander have offered the refund of the payment fee of £25 which Mrs S hasn't accepted. I think it's reasonable that Santander pay compensation for stress and inconvenience of £150, to include the fee paid at the recipient bank in Serbia (Euros 42.85 – about £36) and the £25 already offered. This is in line with the amount of compensation our service would expect to see for what happened.

In responding to this provisional decision, if Mrs S can come forward with evidence of further losses – as I've described – then I may review this figure.

#### Responses to the provisional decision:

Santander had nothing further to add. We asked Mrs S if she had any evidence of the losses she says her relative suffered at their bank in Serbia. But unfortunately, she couldn't provide that. She repeated how she has suffered stress and anxiety and sleepless nights because of what happened.

I now need to make a final 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.

In the provisional decision, I said I would look at further compensation if Mrs S could give evidence of the further losses at the local bank in Serbia. But she told us she can't get this – and without that, I can't in all fairness pay more compensation without that evidence. She repeated the stress and anxiety that she's suffered. I accept what she's said – that what happened was a difficult time for her. But I've already considered that in the provisional decision.

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And so – my final decision is the same as the provisional decision.

#### **My final decision**

I uphold this complaint. Santander UK Plc must:

- Pay compensation of £150 to Mrs S for distress and inconvenience. This to include the £25 already offered; and includes the refund of the fee paid at the receiving bank in Serbia.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 17 January 2023.

Martin Lord  
**Ombudsman**