

The complaint

Miss B complains that Santander UK Plc failed to properly administer her account leading to inconvenience, unnecessary stress and loss of funds.

What happened

Miss B explained that she noticed several transactions she didn't recognise and reported them to a Santander branch. Her card was cancelled and re-ordered. The payments were passed to the fraud team for investigation.

Miss B then explained that she made several trips to a branch to collect her new card which, on each occasion, had failed to turn up. As the card hadn't reached the branch, it was cancelled and re-ordered for security reasons. Miss B believes she made about three trips to collect her card, although Santander only believe it was twice.

Throughout the complaint, Miss B has said she was inconvenienced by the multiple trips she had to make to the branch (which wasn't the nearest due to a closure) and she was also recovering from a medical procedure which made the repeated trips difficult for her.

Because Miss B couldn't use her card to withdraw cash, she was told she could only withdraw £300 from the branch and did so on three occasions. On the fourth occasion a different employee arranged for a larger withdrawal to be made of £2,000. Unfortunately, Miss B had the money stolen shortly after leaving the branch.

Santander looked into the fraudulent transactions reported by Miss B where they were temporarily refunded to her account. Later, those same payments were redebited from her account and latterly refunded (again). At the end of these multiple movements into and out of her account, Miss B was put back in the position she was in prior to the disputed transactions.

Later, Miss B raised a complaint with Santander concerning the treatment she'd received with her cards and the activity at the branch. She believed her multiple trips had given a thief opportunity to rob her.

Santander looked into Miss B's complaint and wrote to her with their final opinion, confirming that the disputed transactions had been repaid or were about to be repaid. They recognised that the first new card had been lost in the post and their records only showed two cards had been requested (not three). They didn't think the loss of Miss B's funds from the robbery were their responsibility.

Miss B was left unhappy with Santander's response and brought her complaint to the Financial Ombudsman Service for an independent review. It was looked into by one of our investigators who asked both parties for information about the complaint. He reviewed evidence provided by Miss B. He later concluded that Santander had let Miss B down and recommended they make a payment to her of £200 for the poor service she received. He didn't uphold her complaint concerning the loss of the money from the robbery.

Santander responded and offered to pay Miss B £300 for the service she received. Miss B later turned this down believing that Santander should be responsible for the funds she lost and to pay her higher compensation.

As no agreement could be reached, the complaint has now been passed to me for a 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.

The disputed transactions originally reported in this complaint have been refunded to Miss B, which means I don't need to consider them further. The remaining issues are around Santander's service and Miss B's experience when trying to obtain a new card and cash from the branch.

I'll deal with the loss of her money when she was robbed first. I was sorry to hear of this and I've no doubt it was a traumatic experience for Miss B. I understand she believed the repeated journeys she had to make contributed to the situation leading up to her loss, but unfortunately there's no evidence to support that assertion by Miss B.

I understand it was quite an effort for her to visit the branch repeatedly to withdraw the small amounts of cash because she was waiting for her new debit card. I'm not fully aware of the circumstances leading up to the theft, but as this was once her transaction had been completed and she'd left the branch, I don't think Santander can be held responsible for it.

Miss B said she had three failed visits to replace her card, but Santander say it was only cancelled once and successfully delivered the second time. It's not clear why Miss B was required to collect her card from the branch, rather than have it sent to her home, but she clearly feels it was inconvenient and I agree.

There was also an issue with withdrawing cash whilst she waited for her card, resulting in multiple trips to the branch until the larger withdrawal was made. Miss B was unhappy with how Santander handled this and they've provided their policy regarding this type of withdrawal. In this particular circumstance the lower amount withdrawn £300 is the usual limit without a card and any more is at the discretion of the manager. It seems that last withdrawal was made with the manager's approval after conversations were held about scams with Miss B.

I don't think Santander went outside their policy here, but when taking a step back, it's apparent that Miss B experienced less than ideal service. I think it was an unfortunate series of events that resulted in the service she received. Whilst I don't think that Santander intended to cause Miss B stress and inconvenience, the cumulative effect of the card delays and repeated visits to withdraw cash resulted in her poor experience.

Santander themselves increased the payment recommended by the investigator to £300 and I think, in the circumstances, that this is both fair and reasonable. I appreciate Miss B feels they should pay her more, but taking all the factors into account, I don't feel a higher payment is warranted to recognise the experience she had.

Putting things right

Santander to pay Miss B £300 for the stress and inconvenience caused to her.

My final decision

My final decision is that I uphold this complaint and Santander UK Plc are required to settle the complaint as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 6 October 2023.

David Perry
Ombudsman