

## **The complaint**

Mr G complains that Santander UK Plc gave him wrong information and poor customer service regarding an international transfer he made.

Mr G is represented by his son in bringing this complaint. But for ease of reading, I'll refer to any submission and comments he has made as being made by Mr G himself.

## **What happened**

Mr G says he made an international transfer at a Santander branch on 13 September 2022 for £129,000, and the payment was to buy a property overseas. He says the funds left his account on 14 September 2022, and he was told the funds would take three working days to arrive. Mr G says that on 20 September 2022, he rang Santander, and he was told it would take 1-4 days, but it could take a further day. He says he rang them again on 21 September and he was told it could take up to five working days. Mr G made a complaint to Santander.

Mr G travelled overseas, and he says he rang Santander on 23/26/27/28 September, but he received no meaningful updates. Due to a miscommunication with the intended recipient of the funds, Mr G instructed Santander to return the funds, and later suspected there was possible fraud. Mr G and the intended recipient visited the intended beneficiary bank, but he says the branch manager told him there was no trace of the funds Mr G had sent. Due to the funds not being received, Mr G says he has lost his deposit on the property of £2,500 and he incurred hotel costs for two weeks overseas, and he had to pay to change his flight to come back home. Mr G says Santander had promised him call backs, but they didn't do this, and he says he felt they were blaming him for what happened and they did not show him any empathy.

Santander partially upheld Mr G's complaint. They said his payment was made correctly by Santander and it did arrive at the beneficiary bank. They said Santander raised numerous recalls to ask the beneficiary bank to send the funds back, however they did not respond to them, and they have exhausted all options to try and get the funds back. Santander said they understood Mr G had been given different information from Santander staff, so they would compensate him with £120 as an apology for this. Mr G brought his complaint to our service. While our investigator was looking into what happened, the £129,000 had been credited back to Mr G's account.

Our investigator partially upheld Mr G's complaint. He said Santander should pay Mr G £300 compensation in total (less anything he'd already been paid). He said that overall, Santander followed the correct process to try and recall Mr G's funds. And he saw no evidence to suggest the beneficiary bank didn't receive the transfer. Our investigator said that Mr G was going through an extremely stressful time which lasted a lot longer than it should have done. He didn't think Santander treated him as fairly as they could have done.

Our investigator said Mr G had suffered a loss of opportunity in purchasing the property and he lost out on his deposit during the process. While he appreciated how disheartening

this would have been, he said he couldn't fairly ask Santander to reimburse Mr G for his losses, as they tried to retrieve the funds in the way he'd expect them to. And he couldn't reasonably hold them responsible for delays which the beneficiary bank may have caused.

Mr G asked for an ombudsman to review his complaint. He made a number of points. In summary, he said the £300 total compensation was negligible. He struggled to accept that Santander couldn't locate some of the call recordings he had with them. Mr G told us how the stress of what happened worsened a serious illness he has.

### **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.

Mr G has made a number of points to this service, and I've considered and read everything he's said and sent us, including his health situation during the time the events happened. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of his complaint in deciding what's fair and reasonable here.

I must be clear that I can only focus on the actions of Santander here and not any other financial institution involved in this transfer as Mr G's complaint is about Santander only. Our service may not have the jurisdiction to investigate the actions of any other party involved in the transfer, but if he is in any doubt, he should contact any bank he feels have let him down as part of this transfer.

I've had a look at the terms and conditions of the account to see what (if anything) they said about international payments. Page 33 of the terms that Santander sent our service relating to Mr G's account contains a table showing different payment types. The payment type most suited to Mr G's situation here is "*Sending money outside the UK in Pounds*". This shows certain cut off times for the payment to be made by, and it shows "*When the money usually arrives at the recipient's bank*". I'm conscious that this is not a guarantee, as there will be certain events which could delay the time given here, for example security checks, of which I understand this payment was subject to a security check, and it says the recipient bank, not the recipient's account – as Santander would have no control of what happens to the funds at the recipient's bank.

The table shows that this type of payment would usually arrive at the recipient bank the next working day (but this would obviously be subject to the time the payment is made and security checks etc). So it is disappointing to hear that the staff that Mr G spoke to did not appear to be familiar with the basic timescales of how long the type of payment Mr G made would have arrived at the recipient bank, especially when they would have been aware the funds had left the account after their security checks had been completed.

I've considered what Mr G has said about the telephone recordings. It is disappointing that they've been unable to locate all of the calls that Mr G made to them. But Mr G can rest assured that I can also take into account the testimony that he has provided our service as evidence also.

The notes show that Mr G contacted Santander on 21 September 2022, to change the reference of the payment if possible, and I can see Santander initiated a message through the intermediary bank with the reference on the same day. Although I don't have the calls from this date or 23 September 2022, I've no reason to doubt what Mr G has told us what happened on the calls, and Santander have acknowledged he was told different information in their final response letter.

I have listened to the calls from 26 and 27 September 2022. On the call on 26 September, Mr G describes the last five calls he's made with Santander, so I'm satisfied that he has tried to contact them on a number of occasions previously. He tells the call handler he hadn't had three call backs he had been promised from a complaint handler, and he stressed the importance of the time critical nature of the payment, including needing to take legal action if the funds can't be located that day. Mr G is ringing from overseas. Mr G is transferred to another person.

He describes the different information he has been told by previous call handlers about timeframes for the payment. Mr G believes the payment didn't reach the recipient account as the middle name wasn't included. But the call handler says he had been transferred to an incorrect department and Mr G describes how he has often been passed around different departments. The call handler says she can transfer him to the complaints department. Mr G tells her that he has rung them seven times now, but they haven't been able to help him. He describes the effect that this is having on his health. The call handler says she will email the complaint handler and copy in his manager to contact him.

Mr G rings on 27 September. He tells the call handler he has rang for the last eight days. Mr G is then transferred to another call handler, who works in fraud complaints. He tells them this is a notice before legal action, and he explains to the call handler what has happened. The call handler tries to connect Mr G to the manager of the person Mr G had been dealing with, but he wasn't free to take the call. The call handler says that the manager will reassign the complaint, and someone would be in touch with him that day, as the handler is out of the office. From the system notes it does appear he received a call, but I don't have a copy of the call.

I've looked through the Society for Worldwide Interbank Financial Telecommunications (SWIFT) messages that our service has been provided by Santander and the chase up requests they made. SWIFT messages are a way that banks can communicate with each other across the world, and it is common for them to use this method regarding international payments. From the phone calls I've listened to and Mr G's testimony, it appears that he believes an issue with the middle name of the intended recipient was the issue for what went wrong. But I'm satisfied that this had no bearing on what happened, despite what Mr G had been told.

I say this as it appears that on 19 September 2022, Santander received a SWIFT message from the intermediary bank which contained a message from the recipient bank. The recipient bank say they had received the "PO" (likely to be purchase/payment order), but this was being held for compliance checks and they asked Santander for further information. So I do believe that the latest the recipient bank had received the funds was 19 September 2022, since they acknowledged they had received the "PO". As they said this is being held, I take this to be the recipient bank were holding the funds. The next SWIFT message I can see after this is on 21 September 2022, when Santander asked the recipient bank to change the reference in line with Mr G's instructions.

Santander chased this up on several occasions, and I've seen evidence of this, but I can't see they received a response from the recipient bank. So I can't say that Santander would be responsible to pay Mr G's lost deposit or associated costs, as they had sent the money to the correct recipient bank, who appeared to have received the funds at the latest on 19 September 2022 (they could have received them earlier, however, this is when they appeared to send the SWIFT message to Santander), and Santander sent follow up messages to them to try and chase this up.

But what is very disappointing is that although the recipient bank appears to have had the funds from at least 19 September 2022, nobody at Santander informed him that this was the

case. It may be that customer facing staff did not have access to back office SWIFT messages and therefore they genuinely didn't know this when speaking to Mr G, but if Santander could have explained this to Mr G at the earliest possible opportunity, then it could have at least saved him ringing Santander for answers where his money was.

It's unlikely this would have resulted in the recipient bank releasing the funds earlier as my understanding is that they have told Mr G conflicting information also, which Santander have referred to this in their final response letter. But it's clear to me that Santander have let Mr G down on several occasions. From giving him incorrect/unclear information on several occasions, to not giving him a call back on several occasions, to not informing him that his funds were with the recipient bank. So I agree with our investigator that £120 compensation is not proportionate for the impact of the errors they made, especially given his health and personal circumstances at the time. I know Mr G feels that the total of £300 is negligible. But our awards are not designed to punish a business.

I can't say Santander are responsible for the property purchase falling through after they had processed the payment and the middle name seemed to have no impact in the recipient bank receiving the funds in a timely manner. Santander had sent the recipient bank (via the intermediary bank) SWIFT messages with amended information also before the sale fell through. So while I'm very sympathetic to what happened to Mr G here, I can't fairly say that Santander were responsible for the sale falling through.

So I am persuaded that a total of £300 compensation is reasonable for what happened here, based on the inconvenience and distress Santander caused Mr G. So it follows I'll be asking Santander to put things right for Mr G.

### **Putting things right**

Our investigator suggested that Santander pays Mr G a total of £300 compensation (less anything he has already been paid) for distress and inconvenience, which I think is reasonable in the circumstances.

### **My final decision**

I uphold this complaint in part. Santander UK Plc should pay Mr G a total of £300 compensation (less anything he has already been paid) for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 4 December 2023.

Gregory Sloanes  
**Ombudsman**