

The complaint

Mr C complains that Santander UK Plc provided him with poor customer service on multiple occasions when he tried to raise disputes with them.

What happened

Mr C had switched his Santander current account to another provider, however, several months after he did this he needed to raise disputes about six debit card transactions on his Santander account. He says on 8 July 2023 he tried to do this, but Santander could not initially process them because his account was closed due to the switch. He says they then told him they had sent him a form to be completed, but he didn't receive this, and this happened a number of times, therefore Mr C believes they either didn't send the form out or this was sent to an incorrect address.

Mr C says he spent hours trying to get the relevant forms via calls and the chat facility. He says a senior manager gave permission to send the forms electronically (even though Mr C had previously been told this wasn't possible), but he didn't receive the emails either. Mr C did get a refund for the six transactions, but only months after he first attempted to raise the dispute. He says he only got the relevant forms after telling Santander he would bring his complaint to our service. Mr C made a complaint to Santander.

Santander partially upheld Mr C's complaint. They said they could confirm that the correspondence/upload link was sent to the address/email address held on file, and they were unsure as to why he did not receive these. They said as they didn't receive evidence to support his claim, the disputes were closed, but these were later reopened, and a further upload link was sent. Santander said the chargeback claim was raised on 29 September 2023, and as the account was no longer active, a letter was sent on 3 October 2023, asking Mr C to provide external account details. They paid Mr C £50 for any inconvenience caused.

Santander issued another response in November 2023 based on further correspondence from Mr C about them not confirming where the forms were sent. They offered Mr C a further £30 and they also say they also offered him the £97.12 which was the total amount of the transactions he was disputing. Mr C brought his complaint to our service.

Our investigator did not uphold Mr C's complaint. He said some delays are reasonable, but it seems that Santander created further delays by not providing Mr C with the required form in a reasonable time. He said based on the evidence presented, he was not persuaded that Santander sent the relevant forms. He thought the compensation was fair.

Mr C asked for an ombudsman to review his complaint. He made a number of points. In summary, he said he suspects that his current account being closed might end date his address with the closure date of his account, but he says this doesn't explain why he wasn't sent the forms electronically and he had to spend hours chasing these by phone. He says he only received the forms electronically after making a formal complaint despite hours of conversations with Santander, and he received conflicting information about what a branch could do, and the forms being sent electronically.

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.

Firstly, I'm aware that I've only summarised Mr C's complaint points. And I'm not going to respond to every single point made by him. No discourtesy is intended by this. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair outcome.

I've noted the strength of feeling that Mr C has that Santander could have sent the dispute forms to his old address. I can understand why Mr C suspects the current account being closed might end date his address with the closure of his account, so I've looked into what address Santander claim to have sent the dispute forms to.

Santander have provided evidence that Mr C's address was updated on 7 July 2023. I can also see from the chat screenshots that Mr C has forwarded our service that the chat message he sent to Santander on 7 July 2023 at 16:05pm appears to be copied from an email Santander sent him. This message starts with "*This email is intended for*" and it shows Mr C's name, but more importantly it shows the last part of his new postcode, and this matches with the last part of the postcode Mr C has provided our service. So the evidence suggests that Santander did have Mr C's correct address, therefore I can't conclude that any dispute forms were sent to his old address.

It's not clear why Mr C didn't receive the paper forms. I would find it unlikely that either the staff just didn't order the dispute forms, or the postal service had issues which resulted in none of them being received by Mr C. I also can't rule out the system allowing staff to order the forms for Mr C, but these not being sent automatically due to the account being closed.

I can also confirm that Santander had Mr C's correct email address. This has been confirmed in the chats several times, and I've had system evidence from Santander that they had Mr C's correct email address. Again, I can see that staff have tried to send the forms via email. For example, the chat agent on 8 September at 14:42pm confirms to Mr C that she's raised the request and Mr C will receive an email within one working day requesting him to upload his documents. I would find it unlikely that she's told Mr C she's raised the request and hadn't actually raised the request for him.

Mr C has confirmed he checked not only his inbox, but his junk/spam mail folders, and he didn't receive the forms. So on the balance of probabilities, the most likely explanation of what happened here is that while the staff had followed the process to get Mr C forms sent to him via post or by email, a system issue actually prevented these from being sent due to his account being closed. While Santander may dispute this, due to the time that's passed, they are unable to provide me any evidence of any alerts confirming the email uploads have been sent as they may have expired from the system, therefore they are unable to evidence them being sent.

It seems that Mr C only received the relevant forms when a manual process appears to have been used. It's disappointing that none of the previous call handlers/chat agents appear to have sent the dispute forms in the same method as the successful form being sent. After Mr C hadn't received the forms after numerous attempts, then if a staff member had taken ownership of the issue, and acknowledged several different attempts had been unsuccessful, then this might have resolved the issue sooner if a manual process was available to the staff Mr C interacted with.

I am persuaded that Santander let Mr C down and caused him distress and inconvenience with what happened here. It's not in dispute the amount of time Mr C spent on the phone with Santander, and it's clear he spent a lot of time using the chat facility. Mr C had incorrect information about the forms being able to be sent electronically and about visiting a branch for the dispute, which would have been frustrating for him as he was told conflicting information. There were also delays which inconvenienced Mr C, due to his account being closed.

Santander had offered Mr C a total of £80 compensation for distress and inconvenience. But during my investigations it appears that Mr C was paid the £97.12 for the disputed transactions on two occasions. This has been confirmed by more than one person at Santander. They've said when Mr C was offered the £30 compensation in November 2023 for his complaint, their complaints team also paid him the £97.12 for the disputed transactions at this point. Then, in or around 8 January 2024 Santander's system evidence shows the disputes team also refunded the £97.12. So it appears that Santander have paid the £97.12 twice as opposed to once.

So I've considered what would be a fair outcome for this complaint. Mr C should have received £97.12 for his disputed transactions regardless of whether he made a complaint or not from their disputes team. I'm satisfied that he's received this. It means that Santander's complaint team offered Mr C compensation of £50 for his first complaint for distress and inconvenience in October 2023, £30 for his second complaint in November 2023 and £97.12 as part of the November 2023 outcome. So he's been offered a total of £50 + £30 + £97.12 = £177.12 for his complaints.

I know Mr C feels he should receive substantially more compensation than what he's been offered. But I must explain to Mr C that our awards are not designed to punish a business or to make it change the way they act in order to protect other customers in the future. That is the role of the regulator. We sometimes award compensation if we feel that a business has acted wrongfully and therefore caused distress and inconvenience to their customer over and above that which naturally flows from the event.

The amount of compensation that Santander offered Mr C is in line with the compensation (which would have been £150) I would have awarded him if Santander did not offer Mr C any compensation. While Santander made an error in paying Mr C the £97.12 twice, given the distress and inconvenience caused to Mr C, and that fact they've already offered him this, I don't think that this should be withdrawn. So it follows that if Santander's complaints team have not paid Mr C the total of £177.12 compensation, then they should pay this to Mr C – less anything he's already been paid (not including the £97.12 from the disputes team, but the £97.12 from the complaints team can be deducted if they paid this to Mr C).

My final decision

Santander UK Plc has already made an offer to pay £177.12 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Santander UK Plc should pay Mr C £177.12 - less anything they have already paid him for his complaints (they should not include the £97.12 from the disputes team, but the £97.12 from the complaints team can be deducted if they paid this to Mr C). But I won't be requiring them to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 10 June 2024.

Gregory Sloanes
Ombudsman