

The complaint

Mr A complains on behalf of Mrs A that Santander UK Plc failed several times to set up a standing order for her which caused her inconvenience.

What happened

In June 2023 Mr A contacted Santander to set up an appointment for a branch visit for himself and Mrs A. He explained the purpose of the visit which was for several reasons including ISAs, statements and applying for a replacement bank card. In the course of that conversation he explained that Mrs A had wanted to set up a standing order, but hadn't been able to do so. The adviser said that the branch should be able to do that if Mrs A was present.

Mr and Mrs A attended the branch later in June 2023. At the appointment the adviser was unable to set up the standing order because the system was down. They were advised that they could set this up over the telephone.

Mr A then attended the branch alone and asked to set up the standing order because he had his wife's authority. It was explained to him that Mrs A needed to be present. The standing order was subsequently able to be set up as of the end of June 2023.

Mr A complained that, having been told they had to attend the branch, Santander was then unable to process the standing order. He also complained about the visit when he attended alone, and had to wait for half an hour to see someone, only to be told that he couldn't set up the standing order on behalf of Mrs A.

Santander said there was no bank error, and apologised for the system being down when Mr and Mrs A visited the branch. It paid some compensation to Mr A for his inconvenience. Its actions towards Mr A are being dealt with as a separate complaint.

Mr A referred Mrs A's complaint to the Financial Ombudsman Service. He said that they were required to attend the branch when this is difficult for Mrs A due to health reasons.

Our Investigator said that Santander had acted reasonably, so far as Mrs A is concerned.

Mr A did not agree and the matter has been passed to me for an Ombudsman's consideration.

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.

I should set out here that whilst Mr A feels that his and Mrs A's complaints should be dealt with as one complaint, it concerns Mrs A's account and she is the only eligible complainant concerning dealings on her account. Mr A acted as her representative, but I have no power to award compensation to him for any actions he took with regard to Mrs A's account.

Having said that I think it must have been quite frustrating for Mrs A not to be able to set up the standing order. From the evidence of the telephone calls, it does appear that she was unable to pass security, as she couldn't give accurate answers to the questions asked. So in those circumstances her only option was to attend the branch. I haven't heard any evidence in the telephone calls with Santander that it was informed of any health issues Mrs A has.

It is unfortunate that the standing order could not be set up when Mr and Mrs A attended the branch together. This was because the bank system was down, and had this been the only reason for attendance, Mrs A could have been justified in asking for compensation. However as I've set out above, the standing order was only part of the reason for the branch visit. As Mr A confirmed when setting up the appointment, there were a number of matters Mrs A wanted to deal with. I'm pleased to note that Mrs A was subsequently able to set up the standing order over the telephone.

In respect of Mr A's visit to the branch on his own, I appreciate that Mrs A would have found it annoying to still not be able to have her standing order set up. However I think in the telephone calls that Mr and Mrs A had with Santander it was made quite clear that she needed to be present to set up anything on her account. So I don't think that Santander did anything wrong. From the point of view of Mr A's inconvenience at waiting to be seen, as I've said I can't award him any compensation for that. I see Santander did pay him some compensation for his inconvenience but that was a matter for it.

So overall as I've not found that there were any errors on Santander's part in respect of Mrs A's account, I can't uphold her complaint.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 27 June 2024.

Ray Lawley
Ombudsman