

## **The complaint**

Miss H is unhappy that Santander UK Plc delayed an instructed transfer from her account.

## **What happened**

Miss H visited a Santander branch on Saturday 24 February 2024 and instructed Santander to transfer her account balance to an account she held with another bank. Miss H then closed her Santander account.

A few days later, on Wednesday 28 February 2024, Miss H called Santander because the money from her closed account hadn't been received into her account with the other bank as it was supposed to have been. Santander investigated the matter and found that the transfer had been flagged by their automated fraud prevention systems for further checks, and that the transfer hadn't been completed once those checks had been completed.

Santander did eventually transfer the money to Miss H as she'd requested, but not until 4 March 20234. Miss H wasn't happy about what happened, so she raised a complaint. Santander responded to Miss H and explained what had happened. Santander apologised to Miss H for the delay in transferring her money to her, and they made a payment of £150 to her as compensation for any trouble or upset she may have incurred. Miss H wasn't satisfied with Santander's response, so she referred her complaint to this service.

One of our investigators looked at this complaint and liaised with Miss H and Santander about it. During their review, Santander offered to pay a further £100 to Miss H, taking the total amount of compensation payable to £250.

Our investigator put Santander's offer to Miss H. But Miss H declined as she felt the total compensation amount of £250 offered by Santander didn't fairly compensate her for the additional costs she'd had to incur.

Accordingly, our investigator continued their review of Miss H's complaint and found in agreement with Miss H. Accordingly, they recommended that Santander should pay a further £350 compensation to Miss H, taking the total amount payable to £500. Santander didn't agree with the view of this complaint put forward by our investigator, so the matter was escalated to an ombudsman for 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.

I issued a provisional decision on this complaint on 16 July 2024 as follows:

*I feel that Santander's offer to pay a further £100 compensation to Miss H, in addition to the £150 that they've already paid, does represent a fair outcome to what's happened here. And so, while I'll be provisionally upholding this complaint in Miss H's favour, I'll only be doing so to instruct Santander to pay the further £100 to her that they've already offered to pay.*

*It isn't disputed by Santander that they made a mistake which caused Miss H to receive her money approximately a week later than she reasonably should have done. And, upon consideration, I feel that a total payment of £250 compensation provides fair restitution to Miss H for that delay.*

*Miss H has said that she feels that a higher amount of compensation should fairly be merited here because she incurred costs and losses because of Santander's delay in transferring her money to her. And Miss H has explained that these losses include having to take a short term loan from her mother, for which her mother charged her £200, as well as loss of income because she had to take time off from work because of the stress and worry of what was happening.*

*As an impartial party, it's incumbent on me to assess Miss H's costs and losses claims dispassionately. To that end, I've considered what Miss H has told this service about the loan she obtained from her mother, including the loan agreement that her mother drew up and which Miss H signed and which confirms a £200 charge applied to the loan by Miss H's mother.*

*I have several concerns about the loan Miss H says she took from her mother. Firstly, it's notable that the loan agreement is dated Sunday 25 February 2024. This seems unusual to me, given that Miss H had only instructed the transfer from Santander the day before, on Saturday 24 February. And I would reasonably have expected Miss H to have waited until at least the next working day – Monday 26 February 2024 – when she could have checked whether the transfer she'd instructed on a Saturday had been received by her bank on the next available working day, before then agreeing to a short term loan which incurred a cost.*

*Additionally, I've listened to recordings of the calls from when Miss H spoke with Santander on Wednesday 28 February 2024 – three days after she says that she agreed the loan with her mother – and it's notable that Miss H doesn't mention the loan that she'd felt compelled to take at a £200 cost to Santander. This feels unusual to me, and I would have reasonably expected Miss H to have at least mentioned that loan at some point during one of the calls.*

*I've also asked Miss H to explain why she needed the loan and to provide evidence of how she used the funds from the time she accepted the loan on Sunday 25 February 2024 until she received her money from Santander on 4 March 2024. In response, Miss H explained that she needed the money for travel expenses – as she was travelling abroad for work – along with essential spend while she was overseas. However, despite my request for evidence of this spend, Miss H hasn't provided any.*

*Miss H has also said that she had to take time off work on Wednesday 28 March and Thursday 29 March 2024, while she was working overseas, because of the worry surrounding Santander's delay in transferring her money to her, and that she wasn't paid for those days as a result.*

*However, as explained, I've listened to calls between Miss H and Santander that took place on Wednesday 28 March 2024, at which time it was explained to Miss H why the transfer was delayed and that her money hadn't disappeared or wasn't locatable. And listening to those calls as an impartial party, I don't feel that Miss H displayed any indication of the extreme sense of anxiety or distress that she's said that she experienced here. And neither did Miss H indicate at any time that she might not be able to fulfil her work obligations because of what was happening.*

*Given the impartial nature of this service, for me to consider instructing Santander to reimburse the losses and costs that Miss H says that she's incurred here, I'd need to feel*

*that those costs and losses were both reasonable and demonstrable. And, ultimately, Miss H hasn't demonstrated to my satisfaction that she did incur the costs and losses that she's claiming, for the reasons explained above.*

*Additionally, I'm also not convinced that those claimed costs and losses were reasonable, even if they could be demonstrated. For instance, I'm not convinced it would be reasonable for Miss H to have arranged the loan that she said she arranged on Sunday 25 March 2024, given that she'd only instructed the transfer the previous day, a Saturday, and didn't wait to check whether the money was received into her intended recipient account at the start of the next working week.*

*All of which isn't to deny that Miss H did incur some worry and inconvenience here, including that she had to call Santander from overseas, and that she didn't receive her money into her intended recipient account until 4 March 2024. But it is to say that I feel that the payment of a further £100 by Santander, taking the total amount of compensation payable to Miss H to £250, provides fair compensation for the trouble and upset that Miss H has experienced in those regards.*

*In arriving at this position, I've considered the impact of what happened here on Miss H, in the context of what I've explained above. And I've also considered the general framework this service considers when assessing compensation amounts, details of which are available on this service's website.*

*All of which means that, as stated previously, my provisional decision is that I uphold this complaint in Miss H's favour and instruct Santander to pay a further £100 to Miss H, taking the total amount of compensation payable to £250. And I won't be instructing Santander to pay any further compensation to Miss H beyond this.*

\*\*\*

Both Miss H and Santander responded to my provisional decision and confirmed that they were in acceptable of it. As such, I see no reason not to issue a final decision here whereby I uphold this complaint in Miss H's favour on the basis explained above. And I therefore confirm that I do uphold this complaint on that basis accordingly.

### **Putting things right**

Santander must pay a further £100 to Miss H, taking the total amount of compensation payable to £250.

### **My final decision**

My final decision is that I uphold this complaint against Santander UK Plc on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 2 September 2024.

Paul Cooper  
**Ombudsman**