

## **Complaint**

Mr W is unhappy with the way Santander UK Plc (Santander) has dealt with problems he has had using his account.

## **Background**

Mr W has experienced a series of issues with his account at Santander. I'm not considering all of those issues as part of this complaint. Instead, I'm looking specifically at the difficulties he's experienced trying to withdraw cash from his Santander account at ATMs.

He's told us that he attempted to withdraw £50 from an ATM, the funds were not dispensed but his account was debited in any event. This caused Mr W some inconvenience – he had to travel to get cash from another ATM and he had to contact Santander to ask that it address his concerns. Mr W is also unhappy that, when he expressed his concerns to Santander, it wrote back to him but there appears to have been a very significant delay between its letter being sent and it being received by him. He points to a particular example of a letter Santander sent that was dated 14 May 2024, but it wasn't received until 30 May 2024.

Santander investigated Mr W's concerns and agreed to refund all disputed transactions. It acknowledged that Mr W had experienced significant issues with its ATMs and offered £100 as compensation for the distress and inconvenience caused. In its response, Santander explained that, while its ATMs are generally reliable, like all machines, they can occasionally develop faults.

Mr W, however, believes the problems are more serious. He has speculated that an employee of Santander may have maliciously tampered with the software maintaining its ATMs or accounts. He also thinks that £100 underplays the impact these difficulties had on him. In his view, a payment of around £750 would be more appropriate.

Since Mr W didn't accept the bank's offer, the complaint has been passed to me to consider and come to a final decision.

## **Findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

Under the terms and conditions of Mr W's account with Santander, it should only debit his account for an ATM withdrawal where funds have been properly dispensed. He has highlighted occasions where this did not happen, and Santander has accepted that there were shortcomings in this respect. The bank has corrected the balance on Mr W's account, so it now accurately reflects the funds withdrawn.

However, these problems caused Mr W inconvenience. He had to travel to find alternative ATMs to withdraw cash and write to Santander multiple times to resolve the issue. Santander has offered £100 in recognition of this inconvenience, but Mr W thinks this is insufficient. He thinks it should be expected to pay him £750.

I've considered this carefully, but I don't agree. Our published guidance sets out examples of when compensation for distress and inconvenience may be awarded and what kinds of circumstances might justify different levels of compensation. I've quoted a relevant section of it below:

*An award between £100 and £300 might be fair where there have been repeated small errors, or a larger single mistake, requiring a reasonable effort to sort out. These typically result in an impact that lasts a few days, or even weeks, and cause either some distress, inconvenience, disappointment or loss of expectation.*

I think the difficulties Mr W experienced fall within that description. I don't think the efforts Mr W had to take nor the frequency of the errors with Santander's ATMs justify anything higher than the bottom of the range. While I acknowledge Mr W is unhappy with Santander, I think £100 reflects the impact of the inconvenience he suffered.

I have also considered Mr W's speculation that Santander employees may have maliciously interfered with its systems to steal his money. I can't see how that could be possible, but in any case, there is no evidence to support this allegation. Mr W has made a significant number of ATM withdrawals from his Santander account, and only a very small number have been affected by these issues. If there were something more malicious at play, I would expect to see a far higher number of transactions impacted.

Santander's explanation that ATMs are generally reliable but can occasionally fail seems to me to be the most likely cause of what happened here. Santander has also provided me with a copy of the ATM's journal roll for the 28 May transaction. This shows that a record was taken of a fault with the ATM at the time, which supports the bank's explanation that what had happened here was caused by a technical difficulty.

Finally, Mr W has raised concerns about the delay in receiving Santander's letter. While I accept this delay was inconvenient, I am not persuaded that it was a deliberate act. There could be many reasons for the delay, including operational issues, clerical errors, an increased workload at Santander, disruptions to Royal Mail services, or a combination of these factors. Importantly, there is no obvious motivation for an employee to intentionally delay the letter, as Mr W has suggested.

## **Final decision**

For the reasons set out above, my decision is that Santander's offer is fair and reasonable. If Mr W accepts my final decision, it should pay him £100 without delay.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 17 January 2025.

James Kimmitt  
**Ombudsman**