

## **The complaint**

Mr S complains that Santander UK Plc didn't treat him fairly when his debit card expired.

## **What happened**

On 6 January 2025, Mr S's gym contacted him to say they hadn't been able to process his December or January payments as his bank card had expired. They also said he would be charged a penalty as a result, and this was the reason his gym card had stopped working.

Mr S then complained to Santander as he said he should have been sent a new card before the old one expired, and it was unfair his gym membership had been impacted as a result. Santander didn't uphold his complaint as they said a new card was sent to him automatically, and the merchant didn't attempt to collect the payments. However, they did arrange for Mr S to be sent a further card and offered him £35 compensation as a gesture of goodwill. Mr S declined this offer as he said he should receive at least £350 to reflect the distress and inconvenience this matter caused him.

An investigator at our service then considered the complaint but didn't uphold it. She appreciated Mr S's upset and frustration, but she was satisfied Santander had sent him a replacement card in good time, and they weren't responsible for the missed gym payments.

Mr S then requested a decision and said Santander hadn't complied with the Financial Conduct Authority's (FCA) Principles for Business, as they didn't treat him fairly, keep him adequately informed or conduct their business with due care, skill, and diligence. In particular, he said Santander failed to take reasonable steps to make sure he was aware his card was due to expire, and they should have done more to warn him this issue could impact his recurring card payments. He acknowledged the fact Santander weren't responsible for the actions of Royal Mail, but he didn't think they had done enough to support him and make sure he wasn't financially impacted.

So, I've considered the complaint afresh.

## **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.

In doing so, I have considered relevant laws and regulations, the regulator's rules, guidance, and standards. This includes the Consumer Duty as based on the date of the complaint I'm satisfied it's a relevant consideration. It's also important I explain that I have only considered Santander's actions and not the merchants.

I'm sorry to disappoint Mr S, but based on everything I've considered, I agree with the investigator's conclusions for these reasons:

- I've reviewed the terms and conditions that apply to Mr S's current account. These explain Santander will automatically dispatch a replacement card before the existing

one expires. Santander's website shares more information about this process, as it states a replacement card will be sent at least two weeks in advance of the expiry date. So, to ensure Mr S was treated fairly I would reasonably have expected Santander to comply with this process.

- Santander have provided evidence which shows, Mr S's replacement card was sent to the correct address on 2 October 2024. I'm satisfied this was dispatched within a reasonable timeframe, as Mr S's existing card didn't expire until the end of November. This means, Santander left enough time for Mr S to receive the card and update his payment details with any relevant merchants including the gym. I therefore disagree with Mr S that Santander didn't provide enough warning that his card was due to expire.
- Its unfortunate Mr S didn't receive the replacement card, but as Mr S has acknowledged the postal service isn't something Santander can reasonably be held responsible for. His new card was dispatched to the correct address within a reasonable timeframe, so Santander did everything I would reasonably expect to try and make sure there was a seamless card transfer.
- I'm aware Mr S feels Santander could have done more to stop his gym membership payments being impacted by this issue. However, once Santander dispatched his replacement card, I'm satisfied it was then his responsibility to contact the gym and update his payment details. I also note that the merchant didn't attempt to take the payments from Mr S's account, so I'm satisfied there was no banking error on Santander's behalf.
- Mr S has said Santander should have done more to warn him his recurring gym payments could be impacted by his card expiring. However, Santander had no way of knowing his new card hadn't been successfully received, or which recurring payments he'd set up, as these types of payments are arranged directly with the merchants. I also note that Santander's website encourages customers to update their card details with any appropriate merchants once their new card arrives. So, I disagree with Mr S, that Santander let him down in this respect.
- I'm satisfied Santander did everything I'd reasonably expect once Mr S contacted them about the problem, as they cancelled the missing card and arranged for a replacement to be dispatched to him straight away. They also set up a complaint, and offered to send him a letter which he could share with the gym to help explain what happened. I'm also satisfied the customer service he received was professional, empathetic, and friendly throughout.
- Mr S has suggested Santander's advisers should have made him aware of other payment options that were open to him. However, I note that when Mr S raised the problem with Santander, he said he would make a payment using his credit card, and then update his details with the gym once his debit card arrived. So, I wouldn't have reasonably expected their adviser to have thought he needed assistance with this topic. I'm also mindful of the fact the gym would have been best placed to advise Mr S of the alternative payment options they were prepared to accept.
- I understand the reasons Mr S is upset, it's unfortunate he didn't receive the replacement card in time, and this impacted his gym payments. However, I'm satisfied Santander aren't responsible for this, and they didn't breach any FCA rules or guidance. Santander have already offered Mr S £35 compensation to settle this complaint, so he should contact them directly if he'd now like to accept this offer.

**My final decision**

My final decision is I don't uphold this complaint and I don't think Santander UK Plc needs to do anything to settle it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 April 2025.

Claire Greene  
**Ombudsman**