

The complaint

Mr R complains about the service received from Santander UK Plc ("Santander") regarding the issue with his bank statements. In particular Mr R is unhappy Santander sent bank statements to him by post when he'd requested it not to do so and the contradictory information Santander provided around this.

What happened

Due to concerns about the mis-delivery of post and security of online banking Mr R requested Santander stop sending him his bank statements through the post or otherwise.

However, Mr R needed a copy of his bank statements and put a request in for this to be sent by post. Following this Mr R requested Santander reinstate the stop on his statements but was told that this wasn't possible and that Mr R must elect to receive them by post or through online banking.

Mr R was confused by this as Santander had been able to put a stop on receiving bank statements in the past and so raised a complaint with Santander about this.

Santander acknowledged that Mr R was given incorrect information regarding the receipt of his bank statements. Santander explained that while staff were able to stop some correspondence, for bank statements this wasn't possible and is not part of their official procedures as sending statements is a legal requirement to ensure that customers regularly review their finances to identify errors and reduce the risk of fraud.

Santander said Mr R can elect to receive his statements on-line, through webmail or by post – sent to him or an alternative correspondence address - and paid him £160 compensation for any distress and inconvenience suffered.

Mr R was dissatisfied with this and so brought his complaint to this service.

One of our investigators looked into Mr R's concerns and reached the conclusion that the £160 compensation Santander had paid was fair for the distress and inconvenience suffered as Santander had accepted it had provided Mr R with incorrect information but it was acting in accordance with its terms and conditions by issuing statements by post or on-line and so was within its regulatory obligations regarding this.

Mr R disagreed and has asked for an ombudsman's 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.

My role is to look at problems that Mr R has experienced and see if Santander has made a mistake or treated him unfairly. If it has, we seek to put - if possible - Mr R back in the position he would've been in if the mistakes hadn't happened. And we may award

compensation that we think is fair and reasonable.

Mr R is unhappy that he is no longer able to put a stop on his bank statements despite being able to do this in the past.

Santander has explained that it is a regulatory requirement to provide its customers with regular bank statements and that its terms and conditions allow its customer to elect to receive these either on-line or by post.

It might be helpful for me to say here that, as we are not the regulator, I cannot make the bank change its systems or processes – such as what information it needs to provide to its customers on their accounts or how often. We offer an informal dispute resolution service and we have no regulatory or disciplinary role.

Nor can I say how a bank needs to issue bank statements or communicate with its customers as these are commercial decisions and not something for this service to get involved with. And as such I can't say that Santander has done anything wrong in insisting Mr R receive bank statements in the way as outlined in the terms and conditions of his account with Santander.

Indeed, I think it is important that Santander sends this information out to its customers regularly. I appreciate Mr R would prefer not to receive his statements online or by post and that he is able to access his account activity by phone or in branch should he wish to do so. But this requires Mr R to take some action which is out of Santander's control and doesn't help it meet its regulatory requirements to ensure customers are able to review their account activity regularly. So I don't think Santander have acted unreasonably or treated Mr R unfairly here.

But that is not to say Santander has done everything right. Santander has agreed the information it provided Mr R about this has been incorrect on multiple occasions causing Mr R confusion and distress at no longer being able to dictate fully how or when he receives his bank statements.

To put things right for the errors in its customer service in Santander has compensated Mr R £160 which I think is fair. I appreciate Mr R wants Santander to reinstate the stop on his statements but as I've already explained above its not for this service to tell Santander how it runs its business or what it needs to do to comply with its regulatory obligations. And as I've not seen Mr R has lost out financially due to the incorrect information provided, I'm not persuaded an uplift on the compensation already paid is warranted for the distress and inconvenience suffered.

And so it follows that I think Santander has done enough to settle Mr R's complaint and I'm not going to ask it do anything more.

My final decision

For the reasons I've explained, I've decided that what Santander UK Plc has already done to settle Mr R's complaint is fair and I'm not going to ask it do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 10 July 2025.

Caroline Davies
Ombudsman