

complaint

Mr D complains about Santander UK Plc's poor customer service in relation to his current accounts with it.

background

Mr D held two current accounts with Santander (formerly Abbey). He makes a number of complaints about the bank. The main issues are that:

- it refused to send a new debit card to him after cards had been stolen when he was abroad;
- a cheque was paid into the wrong account by mistake;
- his overdraft facility was removed without notice;
- his accounts were blocked and closed without his knowledge or permission;
- the bank has failed to fully investigate his complaints from 2008 onwards.

Mr D wants Santander to refund the money that was paid into the wrong account by cheque, re-open one of his current accounts, reinstate his critical illness insurance policy direct debit and compensate him for his distress and inconvenience.

Our adjudicator did not think that Santander has made an error in relation to any of the issues raised. He noted that following a complaint made by Mr D in March 2012, Santander wrote off the outstanding balance of £166.22 from the two closed accounts. Mr D disagrees with the adjudicator's views on the grounds that the full impact of the complaints on him has not been taken into account.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

sending new cards to Mr D following a theft

In October 2008 Mr D was abroad when his bank cards were stolen. Mr D says that Santander refused to send replacement cards to his brother's address in the UK, or to the British Embassy in the country Mr D was in. Mr D complains that he was left with no means to support himself as a result.

It is clear that Mr D was very distressed by his experiences at this time. He says that he felt marooned abroad where he was effectively destitute. Although Mr D's strength of feeling is clear I agree with the adjudicator that Santander was not responsible for the situation he faced at that time. I do not consider Santander's refusal to send replacement cards abroad or to his brother's address unreasonable in the light of security concerns.

cheque paid into the wrong account

In August 2010 Santander sent Mr D a cheque, which his brother paid into Santander for him. Mr D says that his brother paid the cheque into a different current account from the one he wanted it to be paid into. As that account was overdrawn at the time, the money was largely swallowed up by the overdraft and charges. Santander says that it would have confirmed the details of the account with the person who paid in the cheque, and that Mr D avoided further charges being placed on that account as a result of the cheque being paid in.

I can see why Mr D is frustrated that this cheque was not paid into the account he wanted it to be paid into. However, I do not consider that was Santander's fault. Santander would not have known which of his accounts Mr D wanted the cheque to be paid into. I do not find that Mr D suffered any financial loss as a result of the mix up, or that Santander should be required to return the money to Mr D.

overdraft facility was removed without notice

Mr D complains that Santander withdrew the overdraft facility on one of his accounts without notice. Santander says that it would have notified Mr D 30 days in advance of this.

I find that Santander was entitled to withdraw the overdraft facility and demand repayment at any time. I can appreciate Mr D would want to know about its decision. I am satisfied, on balance, that Santander did write to Mr D to tell him it was withdrawing his overdraft facility. But the notification was sent to Mr D's old address. Mr D had moved without informing Santander, and it could not trace his new address until October 2011 when Mr D told it of his move.

blocking and closure of accounts without knowledge or permission

Mr D complains that his accounts were blocked and closed without his permission. Santander says that his accounts were closed on the basis that they were not being used. It says it wrote to Mr D but he had moved away from without informing Santander.

It appears that Santander blocked and closed Mr D's accounts because he hadn't used them for a significant period of time. Again, I find it likely that notification was sent to Mr D's old address before he informed Santander of his new address. I find that it was reasonable for Santander to close Mr D's accounts in the circumstances. It didn't need Mr D's permission before doing this. As Mr D wasn't using the accounts I don't consider the blocking and closure of them caused him loss or inconvenience. And I note that the bank has decided not to pursue him for the overdraft debt.

I appreciate Mr D would like Santander to re-open his current accounts. But a bank is entitled to decide whether it will continue to provide banking facilities to a customer, just as its customer might opt to bank elsewhere. I do not consider that I can fairly require Santander to re-open Mr D's current accounts.

cancellation of a direct debit

Mr D complains that his critical illness insurance policy direct debit was cancelled without his permission. Santander says that the direct debit was cancelled as there was not enough

money in Mr D's account to make the payments in May, June and July 2010 as Mr D had exceeded the overdraft limit on his account at the time.

I find that it was reasonable for Santander to do this, and again it didn't need Mr D's permission. I find it likely that Mr D would not have received notification of the cancellation of this direct debit because Santander did not have Mr D's new address at this time. I also consider that this action stopped Mr D incurring further charges as a result of the future direct debits being returned. Santander cannot reinstate the direct debit now as the account has been closed.

failure to investigate his complaints since 2008

Mr D complains that his letters of complaint were never fully answered. Santander says that it had dealt with Mr D's complaints.

I have considered Santander's responses to Mr D's complaints. I am satisfied they deal with the main points he has raised with this service.

my final decision

My final decision is that I do not uphold this complaint.

Laura Forster
ombudsman