

complaint

Ms O has complained about the way Santander UK Plc dealt with a request by another bank to switch her current account.

background

Ms O has a current account with Santander. She says that in April 2017 she discovered there were no funds in her account leading her to think she'd been the victim of fraud. She contacted Santander and it told her it had received a request from another bank (A) to switch her account.

Ms O complained to Santander that she hadn't asked for her account to be switched to A. It said it had no control over the actions of A and that it was A's responsibility to make her aware of what was happening. It said it couldn't stop the switch and she'd need to discuss this with A. It acknowledged it had given her conflicting information about what would happen to her Santander account once the switch had been completed. It paid her £100 compensation for this.

Ms O wasn't happy with Santander's response. Her Santander account wasn't closed because it was slightly overdrawn. But when she paid funds into it they were transferred to A. Santander wrote to her again saying it had found a solution to the problem. It said the transfers of funds to A wouldn't happen once A had sent it notification to stop the automatic redirection. It acknowledged Ms O had been given contradictory information again and it paid her another £75 in compensation.

Ms O then contacted the industry organisation responsible for the switching process. Santander carried out a further investigation and wrote to Ms O saying it believed all issues had been addressed. It paid Ms O an additional £500 compensation.

Ms O wasn't happy with Santander's response and referred her complaint to this service.

our initial conclusions

Our adjudicator didn't recommend the complaint should be upheld. He agreed Santander had made several errors but he thought the total compensation of £675 it had paid Ms O was fair.

Ms O didn't agree with our adjudicator's recommendation.

my findings

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

I think I should say, at the outset, that the problems Ms O had with her Santander account arose because Santander was told she wanted to switch her account to A. She didn't want to do this and it's clear an error was made. However, the error wasn't made by Santander but by either Ms O or A. It isn't necessary for the purposes of this decision for me to say whether Ms O or A was responsible for the error. That is a matter between Ms O and A.

A gave Santander Ms O's correct account details apart from her debit card number. That number related to a debit card Ms O held on a current account with a third bank that she did want to switch to A. Santander has accepted it should have checked that the debit card number was correct. But this error didn't start the problem which was caused by the original error made by either Ms O or A.

Ms O says the issues caused by the switch haven't all been rectified. But she hasn't given details of any problems she's still having. On the evidence I've seen it seems to me Santander has done as much as it can to put Ms O back in the position she would have been in if the switch hadn't been activated.

Once Santander became of the problem it could have handled matters better than it did and it shouldn't have given Ms O contradictory information. This contributed to the trouble and upset Ms O suffered as a result of the original error. But, looking at the issues with Santander as a whole, I'm satisfied £675 is reasonable compensation for Ms O to have received from Santander for the losses and trouble and upset it caused her.

I'm aware that Ms O doesn't think the compensation she's received is sufficient. In particular, she says it doesn't cover the day's income she lost when she discovered the error. She hasn't provided any detail of the amount of income she lost. But, in any event, I'm not persuaded it would have been necessary for her to take a day off work in order to notify Santander an error had occurred even though she thought she'd been the victim of fraud.

Ms O also says she was subjected to an abusive call from a Santander employee. Unfortunately, I haven't been able to listen to a recording of the call because Santander only keeps call recordings for six months. The call was made in April 2017 and Ms O didn't refer her complaint to this service until December 2017. The call is referred to in Santander's last letter to Ms O in response to her complaints. It accepted the call could have been handled in a more professional manner. Compensation for this was included in the final sum of £500 Santander paid to Ms O.

Whilst I've noted Ms O's comments regarding the call, I'm not persuaded that, on the evidence available to me, I could reasonably require Santander to pay her compensation in addition to the amount she's already received.

my final decision

For the reasons I've given, my final decision is I don't uphold this complaint. I make no award against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 21 May 2018.

Charles Bacon
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