

complaint

Ms A complains that she received poor customer service from Santander UK Plc after cheques deposited to her account bounced. She also complains about the charges and restrictions that were placed on her account.

background

Ms A has a number of accounts with Santander. In January 2012, cheques were paid into her current account that bounced. Ms A spent money from the cheques before they cleared making her account overdrawn. She says she spent the money in good faith thinking that she was spending her wages which she thought had been paid into her account at this time.

She told the bank she was a victim of fraud committed by her ex-husband. She said he had stolen cheque books for her accounts with Santander and another bank. Cheques from those cheque books were paid into her account.

A number of issues stemmed from this:

- 1) Access to Ms A's accounts was restricted for a few days while Santander investigated. Access was restored on the basis that Ms A reached a suitable repayment arrangement to pay back the money she owed.
- 2) Santander agreed to close the current account as it had been compromised and open a new account for Ms A.

Ms A complained about the service she received from Santander while it was trying to establish what had happened. Ms A says that she visited her local branch on several occasions, made numerous telephone calls and was incorrectly told that she was not entitled to legitimate payments that had been credited to her accounts.

Santander apologised for the incorrect information given and confirmed that Ms A had full access to her accounts. It also paid Ms A a total of £240 as a gesture of goodwill to reflect the distress and inconvenience caused, and cancelled more than £400 of charges.

When a cheque was paid into Ms A's new account later in 2012 and again bounced, Santander decided the bank was at risk and access to her account would be restricted. Ms A complained to this service.

Our adjudicators did not think the complaint should be upheld. They concluded that the bank was entitled to take the action it did. It acted fairly and reasonably when it paid Ms A £240 and cancelled charges that had been applied to her account. Ms A disagrees and says she should receive more compensation.

my findings

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

It is clear that Ms A has been very distressed by the events and has very strong feelings about the bank's actions. She has provided detailed submissions to support her complaint,

which I have read and considered in their entirety. My findings focus on what I consider to be the main points that remain outstanding.

January 2012 restriction of accounts

Ms A complains that while the events were being investigated and her accounts were restricted, she was unable to access her wages and benefits for a number of days.

I consider it was reasonable for Santander to restrict access to the account at this time because of the unusual activity on it, and note that Ms A was able to withdraw cash in branch at this time.

January 2012 poor customer service

Ms A complains that she received poor customer service from Santander. She says that she spent 33 hours on the telephone and time in branch trying to resolve the matter. She felt humiliated as there was no privacy in branch, and her business was aired in front of everyone. She also complains that she agreed to pay Santander £100 per month to pay back the money she owed, not £175 per month as Santander said.

It's clear that Ms A spent some time trying to resolve matters. But in the circumstances I am satisfied that the bank treated Ms A fairly. It has paid Ms A £240 to reflect the distress and inconvenience caused in relation to the events at this time. It agreed to Ms A paying £100 per month to pay back the money she owed even though it thought that £175 a month had been agreed, and cancelled more than £400 of charges.

Ms A argues that this amount is not enough taking into account her financial hardship, worry, stress and embarrassment. I am satisfied that Santander has paid her a reasonable amount in the circumstances, and that it is in line with the amount this service would award for complaints of a similar nature.

May 2012 block on account

Ms A complains that in Santander blocked her new account when another cheque was deposited into her account that bounced. This meant she had no access to funds.

I agree with the adjudicator that Ms A withdrew money from another account at this time. I consider that it was not unreasonable for Santander to block this account in the circumstances.

loss of holiday

Ms A says that in October 2012 £500 was paid into her account by a third party. A restriction had been placed on the account in May 2012 and access was restricted. Ms A complains that she couldn't withdraw this money, which meant that she couldn't pay the balance of a holiday she had booked. As a result she lost the deposit she had paid.

I note that the money entered the account on 19 October 2012 and was transferred to another account on 23 October 2012. In the circumstances I am satisfied that the time it took for Santander to remove the block from this account was reasonable. Ms A had money in her savings account at the time. While I note what she has said about planning to use that money for something else, given her financial position overall and the short time it took for

her account to be unblocked, I find she had money available to have paid for the holiday. I don't consider the fair outcome is for me to require Santander to pay Ms A the deposit she says she lost.

my final decision

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

Laura Forster
ombudsman