

complaint

Miss J is dissatisfied with Santander UK plc's offer of compensation over the way it handled her concerns when she found she'd been a victim of fraud. She's unhappy Santander allowed a payment to be debited when she'd alerted the bank it was unauthorised. That left Miss J without access to funds shortly before she was due to go on holiday. She incurred overdraft charges. And she says the bank took too long to deal with matters, including the issue of a replacement debit card. Santander has apologised and the payment has been returned. The bank has refunded Miss J's overdraft fees. It has also offered her £375 compensation for her inconvenience.

our initial conclusions

Our adjudicator acknowledged the incident had come at a difficult time for Miss J and her family. But she felt the bank had made a fair proposal in resolution of the complaint. Miss J didn't agree. She said the way Santander assessed compensation couldn't properly recognise the effect its actions had on her. Miss J indicated she was looking for compensation of more than £600.

my final decision

To decide what's fair and reasonable in this complaint, I've considered everything that Miss J and Santander have provided.

It's a sad fact of life that sometimes things go wrong. That shouldn't happen, of course. But when it does, and it's the bank's fault, I'd expect it to take reasonable steps to try to address the situation. Here, none of the issues here are in dispute. Santander has acknowledged and apologised for the difficulties Miss J experienced. It's refunded the fees it charged. And it's offered her compensation. So the only issue for me to determine is whether that offer goes far enough.

Having considered all that happened, I rather think it does. That's not because I underestimate Miss J's distress and concern. I'm simply satisfied the bank's made a fair offer to reflect those matters. I leave it to Miss J to decide whether, in light of this, she now wishes to accept it.

My final decision is that – in addition to the money it has already returned – Santander UK plc should pay Miss J £375 in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss J either to accept or reject my decision before 25 October 2013.

Niall Taylor

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.