

## **complaint**

Mr R has complained about Santander UK plc not blocking certain transactions from his credit card account when he requested. He wants the money back that he spent between his initial request and his account being blocked.

## **background**

Mr R visited his branch on 31 January 2013 to ask them to block certain website transactions from his credit card account. This request was not finally fulfilled until 11 February, when his account was closed. In the intervening period, Mr R continued to spend large sums of money. This was all on the websites that he requested were blocked from his use.

Mr R was unhappy that Santander's actions had contributed to his problems and asked them to repay the money he had spent. Santander admitted their error and apologised to Mr R. They also offered to repay in full the interest and fees that had been applied to his account, amounting to £354.60, and half of the balance of his account being £2,047.83.

Mr R remained dissatisfied with this offer and asked the ombudsman service to investigate his case. Our adjudicator advised Mr R that she had reviewed the case and assessed Santander's offer to be fair and reasonable in the circumstances. Mr R has asked an ombudsman to review his case.

## **my findings**

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

There is a difference of opinion between the bank and Mr R about how specific Mr R was in saying why he wanted certain transactions blocked from his account. I can see how this misunderstanding has arisen.

In correspondence in June 2012, Santander said they would block cash transactions from Mr R's account because he was exceeding his cash transaction limit within the account. The terms and conditions of the account define cash transactions to include:

*"any use made for gambling including internet gambling and purchase of lottery tickets"*

In January 2013, Mr R asked for cash transactions to be blocked. I think he thought that this was what had happened before and therefore simple for Santander to do. This was not the case. Previously Santander had only blocked cash withdrawals, not cash transactions.

The block had nothing to do with Mr R's gambling and Santander had not blocked online gambling transactions. Mr R's account records also show that he was able to use his card for these online transactions whilst a block was on cash transactions. Mr R also knew that he was still using his card for those transactions.

That said I can understand why Mr R would think that Santander could place a block on certain types of transactions. They did not tell him they could not do that until 11 February when they closed his account.

All companies which take card payments use codes to identify what type of business they are involved in. It is easy to see from Mr R's account records what code is applied to the transactions that he was making. Some credit card companies are able to block codes from

customers' accounts, but some are not. I consider that Santander could have explained what they could and could not do for Mr R at an earlier stage. I am sure that the misunderstanding that arose between Santander and Mr R did not help the situation.

It would be reasonable to expect that even when Mr R requested a block for his account, that it may take the bank some time to apply this. The records show that Mr R continued to spend on his account the day of his initial request to Santander. I completely understand that Mr R's inability to control his addiction is what drove him to request Santander to block his credit card account in the first place. However I consider that he also has a responsibility for his subsequent spending. In the circumstances I am satisfied that Santander's offer of £2,402.43 (£2,047.83 plus £354.60) is fair.

I can see that Mr R has been caused distress by Santander not acting on his initial instructions. It seems that both parties were talking at cross purposes but Santander did not clarify their procedures and this did not help Mr R. I am instructing them to pay him £100 for the distress and inconvenience caused. I know this figure is small when considering Mr R's financial concerns but the ombudsman service makes modest awards for distress and inconvenience.

### **my final decision**

For the reasons I have explained, my final decision is that Santander UK plc has made a fair offer of £2402.43 which I instruct them to pay Mr R, unless they have already done so. I am also instructing them to pay him £100 for distress and inconvenience in full and final settlement.

Sandra Quinn  
**ombudsman**