

## **complaint**

Mr W complains that his Santander UK Plc card was charged for a journey when he didn't intend to use the card to pay.

## **background**

Mr W said that he swiped his wallet to pay for a journey, and the transport authority charged his Santander card. He said he didn't even know that could happen. And he said that the payment shouldn't have cleared because he didn't have any money in the account.

He wanted Santander to help him get that money back. But he said that the information that Santander had given him was useless.

Santander said that it had given Mr W the information that he needed to get this money back from the transport authority. If that didn't work, he would need to talk to the transport authority about that. But it had kept Mr W on the phone for a long time in order to give him the information. So it paid him £30 to say sorry for that.

Our investigator didn't uphold this complaint. He said that if the transport authority couldn't find the transaction with the information that Santander had given Mr W, he didn't think that was Santander's fault. And he thought that the £30 Santander had paid Mr W was enough to make up for any mistakes it had made.

Mr W didn't agree. He wanted an ombudsman to consider his complaint, so this case was passed to me for a final decision.

## **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've reached the same conclusion as our investigator.

The terms and conditions for Santander's accounts set out that if the account holder tries to use the card when there isn't enough money in the account, Santander will treat that as a request for an unarranged overdraft. That's what Santander did when Mr W accidentally swiped his card, and paid for a journey on public transport. I don't think that Santander could've been expected to know that Mr W hadn't intended to use his card in this way. Santander acted in line with the terms and conditions of Mr W's account when it paid the transaction, and gave him an unarranged overdraft for a few pence. And I can't see any sign that Mr W has been charged for that unarranged overdraft. So I don't think that Santander did anything wrong.

Mr W says that he can't get the money back from the transport authority. But if that's right, I don't think that would be Santander's fault. Mr W says that Santander should pay him back the money that the transport authority took. Santander has already paid Mr W £30 because it kept him on the phone for a long time. Our investigator thought that was enough, but Mr W didn't agree.

It might help if I set out how this service approaches compensation. If a business has made a mistake, but has already tried to put this right before the case comes through to us, we look at what the business has done, and see if it's enough to make up for what has gone

wrong. In this case, although I know that Santander has paid Mr W for keeping him on the phone for a long time, I think that the amount it has paid overall is enough to make up for any inconvenience that Mr W has faced from this complaint. So, like our investigator, I don't think that Santander needs to do any more.

I know that Mr W will be disappointed, but I don't think this complaint should be upheld.

**my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 6 November 2017.

Esther Absalom-Gough  
**ombudsman**