

## **complaint**

Mr K complains that Santander UK Plc did not close his account until 2013, although it said it would close it in 2009, after the account had been compromised when fraud was committed.

## **our initial conclusions**

Our adjudicator recommended that the complaint should be upheld. She considered that Santander should pay Mr K £50 for the failure to close the account, in addition to the £50 that the bank had already paid for this and the £30 it had paid for a typing error in its letter. Santander also offered to pay interest at 8% on the £60.06 that was in the account – a further £18.29.

Mr K responded to say, in summary, that he wanted compensation of £1 per day, from the date that the account should have been closed, until the date it was actually closed. He said that this was in line with Santander's overdraft charges and estimated the figure to be about £1,368.

## **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr K and Santander have provided.

It is not in dispute that Santander should have closed Mr K's account in 2009. I understand the logic behind Mr K's compensation request but, when a bank has made a mistake, as is the case here, this service ensures that the customer is put back in the position in which he would have been had the mistake not happened. In this case, the only financial loss as a result of the mistake is the lost interest on the account balance and Santander has offered to compensate Mr K for this.

I also acknowledge that Mr K has suffered distress and inconvenience as a result of Santander's error. With regard to the general level of awards that we make in this area, much like the adjudicator, I find that £50, in addition to the £80 already paid, is fair and reasonable.

**My final decision is that I uphold this complaint. In full and final settlement of it, I order Santander UK Plc to pay Mr K £18.29 in lost interest and a further £50 for distress and inconvenience, as it has offered to do.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr K either to accept or reject my decision before 29 November 2013.**

*Amanda Williams  
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.