

complaint

Mr B makes various complaints about Santander UK Plc's customer service. He says the bank wouldn't let him deposit money into his account and set up a payment in branch.

background

Mr B had an online only account with the bank. He complains:

- About the service he received in branch.
- That he wasn't able to transfer money to another account in branch.
- About the delay he's experienced in receiving money from a third party in connection with a cash back offer.

The bank apologised to Mr B for the service he received in branch in February 2013. But it didn't uphold his complaint in relation to the service in branch in April 2013.

The bank said it didn't do anything wrong when it wouldn't let Mr B transfer money to another account in branch as his account was an online only account.

Our adjudicator didn't recommend that Mr B's complaint should be upheld. He considered the terms and conditions of his account, and the key product information are clear that the account must be managed by phone or on the internet. In the circumstances he considered the bank didn't make a mistake when it declined to let Mr B operate his account in branch.

Our adjudicator didn't think he could reasonably conclude the service Mr B received in branch was below the standard he could expect. He also considered that the bank wasn't responsible for the delay Mr B experienced receiving cash back when he opened his account using a website run by a third party. Mr B disagreed with this. He says he was caused significant distress and inconvenience because of the service he has received.

my findings

I've considered everything Mr B and the bank have said and provided to decide what's fair and reasonable in the circumstances of this complaint.

I agree with the adjudicator that the terms and conditions of Mr B's account are clear that the account must be managed by phone or on the internet. It appears they were provided to Mr B after he complained to the bank, if not before – the bank says they would've been provided when the account was opened and that it told Mr B about them on a number of times. Mr B has suggested that the bank breached these conditions when it allowed him to operate his account in branch on previous occasions. I don't consider Mr B has been disadvantaged by this or that he has suffered distress or inconvenience as a result.

Mr B is unhappy with the service he received in branch in April 2013. He says branch staff didn't allow him to use a bank phone to use its telephone banking service. The bank says the branch in question didn't have a telephone, and in any case, Mr B didn't ask to use a phone in branch. On the basis of what's been provided, I don't consider the bank treated Mr B unfairly at the time. Mr B also complains about the time it took the bank to acknowledge and deal with this. I'm satisfied the bank dealt with his complaint promptly.

Mr B says the bank was responsible for the delay he experienced receiving cash back in connection with the opening of his account. He says it took almost three months for him to receive his cash back. The bank has provided me with information from the third party's website that says payments take 11 weeks on average to go through to the customer. It says it didn't make an error as the time it took for Mr B to receive his cash back was in line with what the third party's website says. In the circumstances, I don't consider it would be fair for me to require the bank to compensate Mr B for the time it took for him to receive cash back.

Taking the matter as a whole I don't consider the bank should be required to compensate Mr B in connection with this complaint.

my final decision

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

Laura Forster
ombudsman