

## The complaint

Mr K complains about the service he received from Santander UK Plc when he was unable to withdraw cash from an ATM using his bank card.

## What happened

On 22 February 2024 Mr K attempted to get cash out of an ATM using his Santander card but was unable to do so. The ATM suggested he contact his card issuer, so he called Santander.

The Santander advisor looked through the system to try to work out what the problem was. The advisor asked questions surrounding the pin, the card Mr K was using and his recent transactions. They were exchanging information throughout the call and on a couple of occasions the advisor and Mr H spoke over each other. However, towards the end of the call, there was a point where they were speaking over one another, and the advisor said: *'if you let me finish, I'll explain to you.'* Mr K then responded: *'listen don't speak over me, don't give me attitude on the phone, understood'*. Shortly after this the call disconnected.

Mr K then called back and spoke to a different advisor. Mr K explained what happened in the first call. He said he felt the first advisor had ended the call because the phonenumber was due to close. He asked for a complaint to be raised. Mr K explained he needed the money to get food and to pay for a taxi home because neither business accepted card payments. Mr K clarified that due to his medical condition, his diet was restricted which was why he needed to go to this specific restaurant – it catered to his requirements. The second advisor also carried out checks and couldn't identify problems with the account or card. He asked if Mr K could try the machine again but by this time around forty minutes had elapsed and Mr K said he'd started slowly making his way home without a taxi. Mr K also explained his disability meant this walk was very painful for him and took a long time. The advisor asked Mr K if there was anyone with him that he could arrange a transfer of funds to, someone who could then give him the cash, but there was not. The advisor apologised and said someone would be in contact about the complaint, indicating this would likely be within 24 hours.

This call back didn't occur and Mr K contacted Santander again on 24 February and 26 February 2024 asking for a call back from a manager as promised.

Santander then looked into the complaint. It couldn't identify any reason why Mr K was unable to withdraw cash and said its records showed no attempted cash withdrawal. It apologised that the first call disconnected, that incorrect timescales were given in the second call and that Mr K didn't receive the promised call back. It apologised and offered £100 compensation for the inconvenience caused.

Mr K remained unhappy and brought his concerns to our Service. He explained he has a disability which can impact his mobility as well as mental health issues. He explained the bank was aware of all of this. He felt the first advisor had ended the call on purpose as the phone lines shut around that time. Taking everything into consideration, he didn't feel that the £100 compensation was sufficient in the circumstances.

Our Investigator looked into the complaint. They were of the opinion the resolution Santander had offered was fair. They thought the first advisor hadn't handled the call well and said that if Mr K had been provided with better service he might have been spared having to walk home and make alternative food arrangements. They also agreed with Santander that the second call handler hadn't managed Mr K's expectations on when he'd hear back regarding the complaint and that there were promised call backs that didn't occur.

Mr K disagreed that £100 was fair compensation and asked for the case to be referred to an Ombudsman. After reviewing the evidence, I was of the opinion that a further £150 compensation was warranted to fully recognise the impact of the errors on Mr K. And I issued a provisional decision explaining why.

Neither party made any further representations follow this provisional decision and I'm now in a position to issue a final decision on this complaint.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Santander aren't able to explain why Mr K was unable to access his funds in the ATM that day. It has no record of the attempted withdrawal, but I don't doubt Mr K's testimony here. The calls between Mr K and the advisors on the day didn't identify any issues with blocks on the account or the pin number. Mr K was able to use the same card before and after, so I'm satisfied it wasn't damaged. I appreciate Mr K said others had accessed the ATM that day with no issues, but in light of all the evidence, I think it's most likely that there was some sort of problem with the ATM at the point Mr K tried to use it. This means, on balance, I'm not persuaded this is an error Santander is responsible for.

I've listened to the first call Mr K made and I agree the service he received here was poor. I think the advisor was trying to help Mr K initially. But towards the end, there was a sudden breakdown in communication that was initiated by the advisor's authoritative instructions. This was a shift in the tone of the conversation, and I don't feel like the advisor's comment, was warranted in the circumstances, particularly when taking into account what Santander knew about Mr K's personal circumstances. Santander's notes say the advisor disconnected and whilst the notes don't indicate why this was, taking into account the tone of the call at this point, it seems likely the advisor intentionally disconnected the call. And I do not think this was proportionate in the circumstances. This left Mr K in a position of being unable to withdraw funds, with no knowledge as to the cause of the problem and he was no longer in contact with his bank to try to resolve things. Mr K was left with the impression his card didn't work and he couldn't rely on Santander to help him resolve this. I can also understand why, in the absence of any explanation for this sudden shift in the call, Mr K was left with the impression this was because the phone lines were due to close.

I'm satisfied that if Mr K's first call had been handled appropriately, he'd have been given the information he needed and would have known to retry the same cash point or attend a nearby cash point with the confidence that his card should work. Given that Santander have identified no issues with his account or card, I think he's likely to have been able to withdraw funds from either this ATM or one nearby.

I've thought about the impact of all of these errors on Mr K. In summary:

- Mr K had to walk home which took 40 minutes. Mr K has confirmed he tried but was unable to source a taxi from an alternative taxi firm. This walk was not only inconvenient but caused him pain due to his disability.

- Mr K was unable to collect dinner in the way he'd intended. This was particularly inconvenient for him because of his specific dietary requirements which means sourcing alternatives isn't as easy. It was also frustrating.
- That he was caused inconvenience and frustration by the way the first call was handled and this was exacerbated by the way Santander communicated with him when he raised this as a complaint. This impact was greater for him due to his vulnerabilities. He's also explained he was particularly upset as he had informed Santander of these vulnerabilities already and so expected that they'd be considered.

Taking everything into account, I don't think £100 fully accounts for the impact of these errors on Mr K. For the reasons outlined above, I think Santander needs to pay Mr K an additional £150 to fully recognise the inconvenience and distress caused.

### **My final decision**

My final decision is that I uphold this complaint and direct Santander UK Plc to pay Mr K an additional £150 for the distress and inconvenience caused by its errors.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 11 September 2024.

Jade Cunningham  
**Ombudsman**