

## **The complaint**

Mr R is unhappy with the service he received from Santander UK Plc surrounding an ISA transfer.

## **What happened**

Mr R instructed an ISA transfer to Santander on the understanding that the transfer would be effective from 8 October 2022. But Santander didn't complete the transfer until a while after that date and didn't backdate the interest accrued on the account to 8 October as promised. Mr R wasn't happy about this, and he also wasn't happy that a £50 voucher he was entitled to receive hadn't been paid to him, or with the service he'd received from Santander when bringing his concerns to them. So, he raised a complaint.

Santander apologised to Mr R and confirmed that they would backdate the interest to 8 October 2022 so that Mr R didn't lose out financially because of the late transfer. Santander also accepted that Mr R hadn't received the standard of service from them he was entitled to expect or received the £50 voucher he should have received. And Santander made a payment of £250 to Mr R which included £50 as the voucher amount as well as £200 compensation for any trouble and upset Mr R may have incurred.

Mr R wasn't satisfied with Santander's response, including that he wouldn't know if Santander had correctly backdated the interest to 8 October 2022 until then end of the ISA term the following year. So, he referred his complaint to this service.

One of our investigators looked at this complaint. But they felt that there was nothing to indicate that Santander wouldn't honour their agreement to backdate the ISA interest to 8 October 2021 and felt that Santander's response to Mr R's complaint already represented a fair outcome. Mr R remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

## **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.

Having done so, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. This means that it isn't within my remit here to declare that Santander have or haven't acted in a non-regulatory or unlawful way.

Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the circumstances and factors of a complaint into consideration.

I also note that Mr R has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr R for these submissions, and I hope he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I

consider to be the key aspects of this complaint, in-line with this service's role as an informal dispute resolution service.

This means that if Mr R notes that I haven't addressed a specific point he's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both Mr R and Santander. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

In their response to Mr R's complaint, Santander have agreed to backdate Mr R's account interest to 8 October 2021. This is what Mr R was seeking, so I'm satisfied that Santander don't need to do anything further here in this regard.

I'm aware that Mr R is unhappy that he won't be able to confirm whether Santander have done as promised until the end of the ISA term towards the end of 2023. But I don't feel there's any reasonable need to instruct Santander to act outside of the process here and I'm satisfied that if Mr R isn't happy with the interest on his ISA at the end of the ISA term that he can refer Santander to the written agreement given by them in their response to his complaint at that time.

Mr R is unhappy with several aspects of the service he'd received from Santander surrounding this issue, including that a member of Santander's staff incorrectly told him that they had record of Mr R wanting to cancel his ISA account and the amount of time he had to spend communicating his concerns. Santander have apologised to Mr R for the time he had to spend on this matter, and they made a payment of £250 to him - £200 of which was as compensation for the trouble and upset Mr R had incurred.

Matters of compensation can be subjective. But given the full circumstances of this complaint, the payment of £200 that Santander have already made to Mr R feels fair to me, and I can confirm it's commensurate with what I might have instructed Santander to pay to him, had they not already done so.

In reaching this position I've considered the time and effort that Mr R has expended on this matter, as he'd described it, but also that Mr R first began chasing this matter with Santander at a time when the 14-day time period that banks such as Santander have to process an ISA transfer hadn't expired, such that Santander couldn't be considered to have made any form of error at that time. I've also considered the general framework which this service uses when thinking about compensation amounts for trouble and upset, details of which can be found on this services website.

Finally, Santander have acknowledged that their agent made a mistake when incorrectly advising Mr R that he had asked to cancel his ISA – and it's self-evident that this mistake was clear to Mr R at that time. And I don't feel that any further compensation should reasonably be instructed to Mr R because of this mistake. As such, taking all these factors into consideration, I feel that the £200 already paid to Mr R is a fair compensation amount.

Mr R is also unhappy with several aspects of how Santander have handled his complaint, including that Santander's response to his complaint wasn't received by him until January 2022, despite the letter being dated 29 November 2021.

However, this service can only consider complaints about regulated financial matters. And a complaint about how a business has handled a complaint – even a complaint about a

regulated financial matter – isn't itself a regulated financial matter. In short, this service can't consider complaints about how a business has handled a complaint.

However, speaking generally, I acknowledge Mr R's point that just because a letter is dated in November doesn't necessarily mean that it was sent in November, especially if it's only received in January, and that the letter may have been sent later than dated. But I feel that the reverse is equally plausible here – which is that just because a letter dated in November is only received in January, it doesn't necessarily mean that the letter wasn't posted in November, and it may have been delayed in the post.

And this service wouldn't hold a business accountable for the late delivery of a correctly addressed letter, given that the delivery of letters is an act undertaken by a postal service and not something over which the business has any control.

All of which means that I'm satisfied that the response to Mr R's complaint issued by Santander – including the promise to correctly backdate the interest on Mr R's ISA and the payment of £200 compensation – already represents a fair resolution to this complaint. And it follows from this that I won't be upholding this complaint or instructing Santander to take any further action.

I realise this won't be the outcome Mr R was wanting, but I hope he'll understand, given what I've explained, why I've made the final decision that I have.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 1 August 2023.

Paul Cooper  
**Ombudsman**