

The complaint

Mr H complains that Santander UK Plc ("Santander") failed to make reasonable adjustments for him, treated him unfairly during his visits to his local branch and has discriminated against him.

What happened

Mr H went into his local Santander branch on 9 September 2019 because he'd lost his card and needed to order a replacement. He took a bank statement and a council tax bill with him. Santander didn't accept those documents for identification purposes. It said it could only accept photographic ID. Mr H was unhappy about this and said Santander hadn't required photo ID from him when he'd gone into branch to order a new card in the past, because he's well known to staff.

Mr H is registered disabled as he's partially blind. He's said he felt discriminated against by Santander because of his disability and that a comment was made about his race. He's also told us he was assaulted by a member of bank staff.

On 11 September 2019, Mr H went to his local branch again. Staff were able to verify Mr H's identity with the documents he'd brought with him on that day. Mr H says these documents did not include any photo ID. Santander has said Mr H provided a driving license on this date, which Mr H has strongly refuted.

On 16 September 2019, Mr H visited his local branch to get a mini-statement and collect the benefit money he needed. But he said a branch manager told staff not to serve him. Santander says this was due to Mr H's behaviour in branch. Santander decided to close Mr H's account as a result of this behaviour and wrote to Mr H to let him know it would be terminating its relationship with him. It then reconsidered this decision and Mr H's account remained open.

Mr H complained to Santander, saying he'd received poor treatment both in branch and over the phone. Santander said it hadn't acted unreasonably in its dealings with Mr H. Unhappy with Santander's responses, Mr H referred his complaints to our service. He told our investigator that Santander had also failed to make reasonable adjustments for him because, despite agreeing to send him letters in the large print he requires due to his visual impairment, it was still sending him correspondence in a smaller print which he couldn't read.

Our investigator considered the issues and said that we didn't have enough evidence of what had happened during Mr H's various visits to branch to say he'd been treated unfairly. But he did think Santander had treated Mr H unfairly in not ensuring it only sent letters in the large print Mr H requires due to his visual impairment. He recommended Santander pay Mr H £50 compensation for this.

Santander didn't agree with our investigator's opinion. It said it had actioned the request for large print correspondence and wanted to see evidence that Mr H had received letters in small print since the date he first made them aware of his needs.

Mr H also didn't agree with our investigator's assessment. He said Santander had continued to send him letters in small print and didn't properly deal with a data subject access request (DSAR) he'd made, when it didn't give him CCTV footage and transcripts of phone calls in a timely manner.

Following a further assessment by our investigator, Santander increased its offer of compensation to £250. Mr H didn't accept the increased offer and wanted an ombudsman to look at everything again. So the complaint was referred to me to decide.

I issued my provisional decision in this case on 26 August 2021. In summary, I provisionally determined that:

- Mr H had received poor treatment in branch on 9 September 2019 and 16 September 2019. I said that although only a court could make a legal finding that Mr H had been discriminated against because of his disability or his race, I thought the steps Santander had taken against him were disproportionate.
- Santander had failed to properly investigate Mr H's complaint by not reviewing CCTV evidence of the incidents in branch.
- Santander provided a poor service to Mr H by giving him conflicting information about which forms of ID he'd need to present in branch to order a replacement card.
- Mr H did not receive a poor level of service generally from Santander over the phone.
- Santander had acted unfairly by not sending Mr H letters in the large print he requires due to his visual impairment.
- There was an avoidable delay in Santander dealing with Mr H's DSARs.
- Taking into account the impact of everything that had happened, I thought Santander should pay Mr H £950 compensation for the distress and inconvenience he had experienced overall.

Both parties responded to my provisional decision. I'll summarise the key points Mr H and Santander made in response, but I won't include here all the submissions I received. This isn't intended as a discourtesy to either party. It simply reflects the informal nature of this service. I'd like to reassure both Santander and Mr H that – even though I won't refer specifically to all the points they've made – I've thought carefully about everything that's been said and will focus my decision on what I consider to be the key issues.

In response to my provisional decision Santander said:

- It didn't think its branch staff had acted unreasonably on 9 September 2019 or 16 September 2019 – and it specifically refuted the suggestion that a member of staff had ever placed their hands on a customer or spoken to a customer in the manner described by Mr H.
- Mr H's behaviour in branch was, on occasion, unacceptable and it was necessary to put in place measures to protect staff.
- It strongly refutes any suggestion that Mr H's treatment by members of branch staff was in any way influenced by his race.
- It agreed that, at times, it had provided a poor service to Mr H, and agreed to pay the

level of compensation outlined in my provisional decision.

Mr H said, in response to my provisional decision:

- He'd never provided Santander with a driving license for ID purposes and he hadn't had a driving license in over ten years due to his poor vision. He also asked for any incorrect references to him providing a driving license as ID to be removed from Santander's systems.
- Santander had continued to send him letters in small print since the date of my provisional decision. He said that for continuing not to send letters in the large print he requires, Santander should make a further compensation payment.
- Santander's conduct had created an intimidating, hostile, degrading and offensive environment for him.
- He wants Santander to accept non-photo ID from customers who don't have photo ID, for the purposes of reporting a lost card.

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, and having carefully considered the responses from both parties to my provisional decision, I still don't think Santander has treated Mr H fairly and I'm upholding the complaint broadly in line with my provisional decision. I'll explain why.

Mr H's visit to branch on 9 September 2019

There are two key issues Mr H has raised for this service to investigate in relation to this branch visit.

The first is why Mr H couldn't carry out the transaction he wanted to carry out on this date, when he'd brought the same documents he says he'd used many times before.

The second is the treatment he says he received following this, including allegations of:

- security screens being used to prevent him speaking to staff;
- an exchange taking place in which Mr H's race was mentioned; and
- staff assaulting Mr H.

In relation to Mr H's visit to his local branch on 9 September 2019, I said in my provisional decision that there were conflicting accounts of what happened on that date. Mr H said when he went into branch to report his lost card and to request a statement, he took a council tax bill and a bank statement with him. These weren't accepted by the branch as identification documents, and so Mr H wasn't able to reorder his card on that day. I also highlighted that from the Customer Identification Requirements table that Santander had provided, I could see that both council tax bills and bank statements would fall under proof of address and not proof of identity and would therefore not be acceptable documents for the purposes of transacting in branch. So I said I could understand why Mr H was unable to re-order his card and request a statement in branch on that day.

However, Mr H also told us this wasn't consistent with his experiences of being able to order replacement cards with non-photo ID. And Santander was unable to confirm that Mr H's

account of previous experiences was inaccurate, so I said I considered it likely that Santander had allowed Mr H to order a replacement card with those documents in the past.

Mr H also referred to a series of incidents which he says happened in branch on 9 September, including being assaulted by a member of staff, staff members activating security screens and staff speaking to Mr H in an unacceptable way.

As I said in my provisional decision, due to the passage of time, we don't have enough evidence – such as CCTV footage – of what happened during the various branch visits. But, even if there was evidence of an assault, that would be a matter for Mr H to refer to the police and not to this service, as we cannot make a finding on whether a crime has been committed – only a court can do that. However, I can consider whether Mr H was treated fairly, and I'm not persuaded that Santander did treat Mr H fairly during this branch visit.

Mr H's testimony in relation to the branch visit is consistent throughout all the calls he's had with our service, throughout the calls he's had with Santander, and throughout his written correspondence. He refers to security screens being activated despite his belief that he didn't do anything wrong. Santander says branch screens can be deployed if a member of staff feels threatened, or they can be used to diffuse conversations which are escalating in the event of a potentially volatile or heated situation. Santander has also said Mr H refused to leave the till area which meant other customers who were waiting couldn't be served.

In relation to the first issue I'm considering, about why Mr H wasn't able to carry out the transaction he wanted to carry out, Santander hasn't added anything further in response to my provisional findings that Mr H was given inconsistent information about which documents he'd need to order a replacement card. And looking at Mr H's card history, I can see that he has regularly re-ordered cards, which supports his account of frequently losing cards due to his visual impairment.

Mr H has been consistent in his assertion that he hasn't held a driving license for over a decade, and from the evidence I can see he's been able to re-order numerous cards. I find his account on this issue credible, and I note that Santander has not been able to provide evidence that would help establish that it has not previously accepted proof of address documents in similar circumstances. I'm persuaded on the balance of probabilities that Mr H's account is more likely to be accurate, particularly given the fact that when he phoned Santander later that day he was told that, in cases where photo ID was not available, Santander may accept other forms of ID.

So I consider that in telling Mr H he would need photo ID, some confusion was caused and this highlighted that there were some inconsistencies in Santander's practices. I'm satisfied that this made Mr H feel uncertain about what sort of ID was actually required, and that it led to Mr H challenging this information in branch.

I also explained in my provisional decision why I'm persuaded Mr H received inconsistent information on the phone and the impact I think this had on him. Mr H phoned Santander to make a complaint on the same day, about his treatment in branch. Having listened to a recording of that call, I think Santander could've given Mr H clearer information. I say this because the adviser specifically told Mr H initially that he'd need photographic ID to re-order his card. And I'll explain why I'm satisfied that's not correct and caused Mr H confusion.

Santander sent us its Customer Identification Requirements table, which lists acceptable ID documents, including non-photo ID such as evidence of entitlement to benefits. Santander later told us that this table is only for documents required when opening new accounts. The adviser on the phone, however, read Mr H the full list of non-photo ID that would be accepted in branch from that document, after first repeatedly telling Mr H that only photo ID

would be accepted.

Mr H believes it's incorrect that only photo ID is accepted, as he says he's been able to order a new card with non-photo ID in the past. Later in the call, after checking with a colleague, the adviser tells Mr H that further documents can be accepted if photo ID isn't available. But Mr H has difficulty understanding her, having to ask her a number of times to repeat herself. So I've considered whether it would be clear to a customer, from what the adviser said, that certain documents could be taken into branch as identification. And from listening to the call, I don't think it would've been clear, as the adviser speaks quickly, and doesn't provide further clarity when Mr H asks her questions.

For example, Mr H asks the adviser where he can access the list of acceptable ID documents online, and the adviser tells him he can find it using a search engine, which I don't consider to be a helpful response to a customer, particularly a customer with a disability. Mr H then asks again where he can access that information and the adviser proceeds to quickly run through sections of the website that would supposedly lead a customer to the requested information. But having followed the adviser's instructions, I note that these do not appear to lead to a list of identification documents.

It's possible that Santander's website has changed since the date of this phone call. But when using a search engine to look for Santander's customer identification documents, as the adviser suggests to Mr H, this currently leads to the Customer Identification Requirements table which Santander has now told us is only for account opening purposes. So I think even for an able-bodied customer, the adviser's comments would've caused some confusion. But as Mr H is partially-sighted and would need to ask someone else to help him visit a website, I think the adviser's lack of clarity would've caused considerable uncertainty.

It's evident that the phone conversation on 9 September wasn't an easy one for either party. I can appreciate why the adviser at times might've felt patronised by some of the things Mr H said to her. And I don't think it was unreasonable for her to put Mr H on hold to seek guidance from a colleague. But considering the reason for the call, I think clearer information should've been given about the ID Mr H would need to take into branch in order to request a replacement card.

And, as I've mentioned, Mr H has said he often loses cards due to his visual impairment. So I think it was important for him to get accurate information about what he'd need to do to re-order cards, because of how often he needs to do this, and also because of the difficulties in him visiting a branch due to his visual impairment. So I think the impact on Mr H of the inconsistent information given to him was sufficient to cause him a degree of distress and inconvenience.

I note that Mr H wants Santander to accept non-photo ID from customers who don't have photo ID, for the purposes of ordering replacement cards. But I can't require Santander to change its internal policies or procedures – I can only look at what's happened in this complaint and direct Santander to put things right based on the impact the events complained about had on Mr H. So I'm unable to comment on Santander's ID requirements.

In relation to the second issue, Santander says its use of security screens was due to Mr H's inappropriate behaviour. It's said Mr H was verbally aggressive and refused to leave the till area, but it hasn't described the behaviour in much detail. This could be due to the fact that it doesn't appear to have kept a proper record of the interaction, and because due to the passage of time staff are unable to recall the incident fully.

I noted in my provisional decision that Mr H says he wasn't using bad language or behaving in a hostile manner, and that he repeatedly mentioned, during the phone call with Santander

on the same day, that this will be evident from the branch CCTV footage, which he encouraged the complaints handler to view. As the phone call was made soon after the incident, a proper investigation into the complaint would've involved the complaints handler viewing the footage. However, in the contact notes, the case handler explained that she did not feel the need to review the footage as the branch manager had informed her of what had happened. This does not indicate that a balanced investigation into the complaint took place, rather that the complaints team believed the branch manager's account over the customer's without good reason. I said in my provisional decision that I didn't consider it reasonable that CCTV footage wasn't viewed and retained following this complaint being raised.

I also referred in my provisional decision to Santander's internal policies for dealing with *"violent, disruptive or abusive customers"*, *"serial or disruptive complainants"* and *"workplace violence"*. The first policy describes examples of abusive behaviour, including unwanted physical contact, racist remarks, and humiliation. I'm satisfied based on the testimony of both parties, that Mr H's behaviour was not abusive. The first two policies also make clear that staff should consider a customer's vulnerability – such as a long-term physical impairment – as an exceptional circumstance and should be mindful of this when interacting with the customer. I can't see that Santander staff made any allowance for Mr H's visual impairment. The final policy I've seen guides staff to take care when dealing with aggressive behaviour from people under the influence. I don't think the staff testimony suggesting Mr H was intoxicated is particularly compelling. Branch staff have said he was unable to walk in a straight line and was unable to speak properly. But given that Mr H phoned Santander shortly after visiting the branch, did not seem intoxicated during the call, and repeatedly asked staff to view the CCTV footage and listen to any recordings of the conversations that took place, I find it unlikely that he would've been behaving in the erratic manner described by staff. Branch staff also refer to Mr H's eyes being *"glazed over"* – but given Mr H's visual impairment, I think this, and the remark about Mr H being unable to walk in a straight line, are both unfair comments to make.

So, having carefully considered what both sides have said about the incident, I accept it may have been difficult for branch staff to serve Mr H or to help him understand why he couldn't carry out transactions on that day. But I'm satisfied on the balance of probabilities that staff misapprehended Mr H's behaviour as aggression, when it is more likely that staff found him difficult to deal with due to his persistence in challenging what he was being told.

I've also found Mr H's testimony about what happened in branch to be both plausible and persuasive – based on the confidence and consistency of his testimony and the fact that he repeatedly refers to CCTV footage, to support his claim that he didn't behave unreasonably. I think it's unlikely that a customer in Mr H's position would've been as adamant as he was, about what the CCTV footage would show, if he was behaving unreasonably. And in the absence of any such footage, I'm not satisfied that the account given by Santander is sufficiently detailed or compelling to displace my view that Mr H, while understandably upset, was not behaving in an aggressive manner. And that staff could and should have handled the situation in a way that would've been more helpful to a clearly frustrated customer, and particularly to a customer with a disability.

Mr H has said he feels he was discriminated against on the grounds of his disability and that comments were made about his race. As I said in my provisional decision, alleged breaches of the Equality Act 2010 are a matter for the courts to determine – and so I cannot make a finding on whether or not Santander has acted unlawfully in discriminating against Mr H on the basis of a protected characteristic. But I can consider whether Mr H was treated in a fair and reasonable manner.

Mr H has said that Santander's use of the security screens made him feel like a criminal and that he felt humiliated as a result of the incident. Santander has maintained that Mr H's

behaviour wasn't acceptable because he was refusing to leave. I accept that a customer refusing to leave the till area of the branch, making it harder for other customers to be served, would've presented significant difficulties for staff. And I appreciate Santander's position that the actions it took were to protect its staff. However, I'm still not persuaded that Mr H's behaviour warranted the actions that were taken.

I consider the actions taken to have been disproportionate because, when first asked about the incident, Santander said Mr H *"accused the branch of racial discrimination and became verbally aggressive, at which point the screens came up and the branch phoned the police."* But no details have been provided about what Mr H said to staff that was verbally aggressive, no notes were left at the time describing Mr H's behaviour as unacceptable during the visit, and Mr H's recollection of events is quite different from Santander's. He says he wasn't raising his voice or using bad language during the interaction, he was simply challenging the information he was being given.

As there are no contemporaneous notes of the incident and CCTV footage wasn't viewed or retained, I can't be certain of what happened. However, as I said in my provisional decision, I don't think Santander acted fairly and I think it could've handled things differently. It hasn't explained, in response to my provisional decision, why no allowance was made for Mr H's disability in its dealings with him – as its own *"Violent, disruptive or abusive customers"* policy recommends. Santander hasn't said its staff attempted to speak to Mr H away from other customers, for example, or take him to a semi-private area or a separate room to discuss his concerns. And as I've explained, I'm not persuaded Mr H was behaving in an unreasonable manner, and I think that – although staff may have found the situation challenging – Santander did not need to take the action it did against Mr H, for challenging what he was being told.

As I mentioned in my provisional decision, Mr H also referred to comments made by the branch manager, allegedly asking Mr H not to *"bring race into it"* when Mr H said he felt discriminated against, and allegedly accusing Mr H of being racist.

I don't think it's acceptable for a member of staff to have assumed Mr H was talking about racial discrimination, just because he is black. As staff should be aware, there are many forms of discrimination – and neither Mr H nor Santander have said a conversation took place to try to understand why Mr H felt discriminated against. I think it would've been more helpful for the branch manager to engage in such a conversation, instead of dismissing Mr H's concerns and accusing Mr H of racism. Santander has said the branch cannot confirm or deny whether these comments were made to Mr H, and has therefore extended its apologies to Mr H through this service.

Santander has said in response to my provisional decision that the testimony of its staff has been as plausible and consistent as Mr H's. But I don't agree that it always has been. Santander's accounts aren't as detailed for example – and I'm conscious that this is due to the passage of time and poor record-keeping. But I think Mr H has been more consistent even when I take those factors into account. For example, Santander has repeatedly told this service that Mr H's behaviour in branch was inappropriate. But it didn't mention this to Mr H when it wrote to him one day later about his complaint, on 10 September. And when initially questioned about why it hadn't used discretion in allowing Mr H to produce non-photo ID, Santander told this service the branch didn't feel comfortable using that discretion due to Mr H's *"vexatious behaviour"*. When asked what it was about Mr H's behaviour that was vexatious, Santander said the number of complaints he'd raised made staff uncomfortable. But again, there was no mention of Mr H being aggressive in branch. There was also no mention that discretion wasn't used because Mr H wasn't a known customer – something that Santander has later said was the main reason Mr H was asked for photo ID.

I also think it more likely than not that the branch manager's initial recollection that Mr H accused him of racial discrimination is inaccurate. Mr H has consistently told this service (as he told Santander over the phone soon after the incident), that he felt discriminated against but that he never mentioned race. He says the branch manager responded to his discrimination allegation by saying *"Don't bring race into it, that is racist"* and that Mr H didn't understand this because he hadn't brought up race at the time.

Whilst I've taken account of both parties' testimony in relation to this branch visit, I've placed more weight on evidence from nearer the time, because I think such evidence is likely to be more accurate than the recollections of Mr H and branch staff now – over two years later. Santander has provided us with the branch manager's recollections from October 2019 – over a month after the incident, and these mention the conversation between Mr H and the manager deteriorating. But there's very little additional detail about what was said.

Mr H phoned Santander on the same day as the branch visit, to complain about the way staff had treated him. His testimony in relation to the incident is consistent with the letters he's written to Santander and to this service. And during the phone call to Santander he describes in detail the conversations that took place in branch, including the exchange in which the branch manager mentioned race. The proximity of this phone call to the incident, as well as the confidence and consistency of Mr H's testimony, makes me think it's more reliable than the information Santander has provided and that it's unlikely Mr H made this up or misremembered what was said.

Santander hasn't said that the comment wasn't made to Mr H. So I'm persuaded that a comment mentioning race was most likely made during the exchange in branch and that it would've been upsetting for Mr H to hear. And because Mr H hadn't mentioned racial discrimination himself, I can understand why he might have felt his race was a factor in his treatment, when the branch manager drew attention to his race by bringing it up in this way.

Santander has challenged robustly the notion that any of its staff might have treated Mr H unfairly due to his race or his disability. It's explained that it's an equal opportunities employer and that the staff in branch have received extensive customer service training and excellent feedback from customers. It's also said there's no evidence to suggest that its staff discriminated against Mr H.

As I explained in my provisional decision, I cannot and have not made a legal finding that Mr H was discriminated against on the basis of his disability or his race. That's a matter for a court to determine and not for this service. However, Mr H's testimony *is* evidence and I consider there to be consistency, credibility and significant detail in the things he's said, which is why I've placed more weight on it than on the testimony of branch staff which isn't as detailed or consistent. I've considered carefully what Santander has said about what took place in branch. And I can appreciate why staff found Mr H to be a difficult customer on the day, because he was unwilling to accept what he was being told. But I still think it acted disproportionately in response to Mr H's behaviour.

So all things considered, I can understand how Santander's actions led to Mr H's perception that he was being treated adversely due to his race. It's possible that the branch manager was merely seeking to defend what he felt was an unfair accusation. But I'm satisfied that the response given by the manager was unhelpful, and that the matter could've been handled differently.

In relation to Mr H's allegation that he was assaulted, in my provisional decision I noted that Mr H said the branch manager shouted at him, which made him feel humiliated in front of other customers, and that a staff member put his hand on Mr H. Mr H described it as being "poked" and referred to the area near his chest and shoulder.

Santander said Mr H might have been referring to when a pen brushed past his shoulder. However, I said in my provisional decision that I didn't understand how a pen might brush past someone's chest/shoulder area or how this would create the same sensation as being poked in a deliberate manner by someone's hand. And as I've found Mr H's testimony to be consistent in relation to the incident, I still think it's likely the incident involved more than just a pen brushing past Mr H's shoulder.

Santander has strongly refuted the suggestion that any member of staff would put their hands on a customer in the way Mr H has described. It has said one member of staff placed their hand on Mr H's shoulder to direct Mr H towards the exit. I don't think that would've been unreasonable. And as I've pointed out in my provisional decision, I can't say Mr H was assaulted. Only a court can determine that.

I've been mindful, in my consideration of what happened on 9 September, of what Santander describes as Mr H's aggressive behaviour. And I appreciate the need for banks to protect staff from customers who might pose a risk. But as I've mentioned, Santander's assertions that Mr H was behaving in an aggressive manner are inconsistent with its final response letter dated 10 September 2019 to Mr H, the day after the incident and after Mr H had complained. In this letter Santander apologised for the poor service Mr H had said he received and said it had provided feedback to the branch. There's no mention of Mr H behaving inappropriately towards staff.

There's also a lack of detail in Santander's own notes from around the time about what exactly Mr H was doing or saying that was threatening or abusive, such that it would warrant the use of security screens or a call to the police. So, as I've said above, I think other steps could've been taken beforehand, and that the action that was taken on this date was both disproportionate and premature. Overall, I consider that elements of Mr H's treatment in branch on this date were unfair. So I'm going to require Santander to pay compensation as outlined in my provisional decision, for the distress and inconvenience Mr H experienced.

Mr H's visit to branch on 11 September 2019

In relation to the visit on 11 September, I said in my provisional decision that the evidence shows Mr H was able to order a replacement card during this visit, and staff were able to verify his identity using the documents he produced. So I'm satisfied Mr H wasn't treated unfairly on this occasion.

However, Mr H says the branch accepted his council tax bill and bank statement during this visit – as it had done many times previously when he had mislaid his card and requested a new one. Santander, however, says Mr H provided a driving license, which is why he was able to request a new card. Mr H's testimony in relation to the documents he provided is consistent and persuasive and he has told us he has never provided a driving license as ID.

While I can't be certain of which documents were provided, I'm persuaded that misinformation and inconsistent practices have left Mr H feeling confused and distressed – at a time when he was in urgent need of a new card.

Mr H has made the point that he hasn't held a driving license in over ten years and wants Santander to remove all references to him producing a driving license from its system, as these are incorrect. There is credibility in what Mr H is saying and he's sent me evidence to support his position such as driving and sight loss information from the RNIB. Santander has told me it is able to remove any references to Mr H using a driving license as a form of ID from its systems. As Mr H would like these references removed, I think it would be helpful for Santander to remove them. In addition, Santander has told me there is a permanent record on Mr H's customer profile which makes colleagues aware that he does not hold a driving license to produce for identification purposes, which I also think is helpful.

Mr H's visit to branch on 16 September 2019

Mr H visited the branch again on 16 September. In my provisional decision, I noted that Mr H was refused service on that date. Santander has said this was due to Mr H's behaviour in branch. It says Mr H appeared intoxicated and that his behaviour was erratic. However, I haven't received enough evidence, such as more detailed testimony or CCTV footage, to persuade me that Mr H was indeed intoxicated or behaving unreasonably.

Santander took the decision to close Mr H's account but later decided against doing so. In the absence of persuasive evidence that Mr H was behaving unreasonably, I'm not satisfied that Santander's initial decision to close his account was fair. And I think the final response letter sent to Mr H, advising him that Santander was terminating its relationship with him, would've caused him distress.

As I noted in my provisional decision, Santander's own policy regarding account closure requires it to consider exceptional circumstances and vulnerabilities like a long-term physical impairment, and highlights the options available to continue a relationship with a customer. These include giving the customer a written warning which clearly sets out expectations for future behaviour, or offering a personal service with a named individual in branch until issues are resolved. I can't see that either of these options were explored before Santander wrote to Mr H about terminating the relationship.

Santander has maintained, in its response to my provisional decision, that Mr H was behaving inappropriately towards branch staff. I can appreciate, as I've said previously, the need for Santander to protect its staff from abusive customers. But I haven't seen enough evidence to persuade me that Mr H was intoxicated or abusive. And even if he was intoxicated in branch, Santander hasn't explained why it responded disproportionately by telling Mr H it would close his account before considering other options. And although it decided not to do so, I still think Mr H should be compensated for the worry that Santander caused when it said it would be terminating its relationship with him. This is because, according to Santander's own policy, steps were missed which could've helped in managing both Mr H's behaviour and the ongoing relationship between Mr H and Santander. Mr H had banked with Santander for many years and would've found it difficult to change banks due to his disability, so I think missing out these steps and sending Mr H a letter terminating the relationship, before considering other options, would've caused him distress.

Mr H's Data Subject Access Requests (DSARs)

I said in my provisional decision that I'd considered Mr H's concerns about the way Santander had dealt with his DSARs. Mr H had requested the information Santander held about him together with transcripts of phone calls and CCTV footage. He was unhappy about the delays in dealing with his requests.

Whilst I sympathised with the problems Mr H had, I explained that issues around how a business has dealt with a DSAR are for the Information Commissioner's Office (ICO) to

investigate and respond to. So if Mr H remains unhappy with how Santander has dealt with his DSARs, he can refer his concerns to the ICO to investigate.

However, I said I could consider the impact of any delays in Santander's handling of the DSARs. These requests were made to Santander verbally in September 2019 and Mr H expected a response by 30 November 2019.

Mr H later found out he had to put the requests in writing, which he says he wasn't told to do in September. As Mr H has a visual impairment, I highlighted in my provisional decision my concerns that Santander's failure to log the DSARs properly from the outset, and only later asking Mr H to put the requests in writing, wasn't a fair way to treat a disabled customer and caused unnecessary delays.

Neither party commented further on what I said about the handling of the DSARs, so I see no reason to change my provisional findings in relation to this aspect of Mr H's complaint and will require Santander to pay Mr H compensation for its handling of the requests.

Sending Mr H correspondence in large print

Mr H also said Santander failed to make reasonable adjustments for him. I said in my provisional decision that I'd considered Mr H's recent letters to our service, in which he explains that Santander continues to make errors such as sending out letters to him in small font. But I can only consider complaint issues that were raised by Mr H and dealt with before Santander issued its most recent final response letter to him, and therefore issues that Santander has had a fair opportunity to respond to.

Mr H says he told Santander he was partially-sighted and required reasonable adjustments to the way Santander communicated with him, as early as June 2019. Santander's records show it was aware of Mr H's disability and the request for reasonable adjustments from October 2019.

However, since October 2019, Santander has sent a number of letters to Mr H in a smaller sized font than he requires. I said in my provisional decision that I didn't think this was fair.

Following my provisional decision, Santander hasn't added anything in respect of this aspect of Mr H's complaint. Mr H responded to my provisional decision to say he continues to receive letters in small print from Santander. I explained to Mr H, as I mentioned in my provisional decision, that I wouldn't be able to comment on those letters as part of my consideration of this complaint, as these were new issues, and if he wanted to, he could raise a new complaint with Santander about them.

I asked Santander to investigate why letters were still being sent to Mr H in an inaccessible format, and to ensure Mr H is only sent correspondence in large print going forward, to avoid further issues and complaints arising. It has apologised for the error and told me that the team managing Mr H's communications going forward is aware of his requirements.

Santander has accepted that it provided a poor service when it didn't send Mr H letters in the large print he requires due to his visual impairment. I think receiving letters from Santander but not being able to easily read the correspondence sent to him would've caused Mr H significant frustration and inconvenience. So I won't be changing what I said in my provisional decision about this and will require Santander to compensate Mr H for the impact those failings had on him.

Santander's customer service

Mr H complained about Santander's general level of customer service, saying he's been spoken to unprofessionally, that he's been put on hold for long periods of time during phone calls, that staff haven't completed requests he's asked them to, that advisers have terminated calls and that he's experienced generally poor service over the phone.

I said in my provisional decision, that having listened to recordings of the phone calls Mr H refers to, I didn't think Santander had provided a poor level of service generally, though as I've explained in this decision, some of the information he'd been given over the phone could've been clearer. I said that I was satisfied that when Mr H had been placed on hold, it was so that advisers could seek help from colleagues, in order to assist him.

I also said that I thought, from listening to the call recordings, that when phone calls had been terminated, it was because conversations had become unproductive. I said that while I could appreciate the frustration Mr H would've experienced during some of those calls, I wasn't persuaded that Santander's advisers had been generally unprofessional.

Neither party had anything further to add about Santander's general level of customer service, so I won't change what I said in my provisional decision about this. And I don't consider the level of customer service Mr H received over the phone generally to have been inadequate. I appreciate there were times when Mr H's tone made it difficult for staff members to speak to him or help him. And I think staff dealt well in general with calls that were sometimes unproductive as a result of Mr H's increasing frustration and persistence.

Putting things right

Santander must put things right for Mr H in line with my provisional decision, by compensating him for what I consider to be significant distress and inconvenience following the events referred to in this complaint, and for the reasons I've explained above.

Whilst I don't think the service Mr H received from Santander was poor at all times, I do think numerous mistakes were made in Santander's dealings with Mr H in branch, over the phone and in writing, and in Santander failing to properly investigate his complaints.

So I'm directing Santander to issue a written apology to Mr H and to pay him £950 compensation for the distress and inconvenience he's experienced overall. This award includes the £250 Santander has already offered to Mr H.

It is for both parties to now reflect on my final decision. It would be disappointing for this service to receive further complaints about matters already dealt with in this decision. And so I hope that following some reflection, both Mr H and Santander can draw a line under the issues I've addressed and can move forward in a way that helps to foster a positive and mutually beneficial relationship between the parties.

My final decision

I uphold this complaint and I require Santander UK Plc to:

- Apologise to Mr H in writing, and in the large print he requires due to his visual impairment, for the unfair treatment and poor service he has received.
- Pay Mr H a total of £950 for the distress and inconvenience he's experienced overall.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 March 2021.

Ifrah Malik
Ombudsman