

The complaint

Mr H complains about how Starling Bank Limited (Starling) treated him within communication he had when he contacted them about a direct debit, and to raise a complaint.

What happened

The details of this complaint are well known to both parties, so I won't repeat what happened in detail, but instead provide a brief summary. Moreover, our investigator provided a very thorough account of events in their view of December 2024.

In July 2024, Mr H contacted Starling via their chat function about a direct debit instruction he had agreed to, but wanted to cease. There followed several chats and telephone calls in which Mr H felt he received poor service from Starling, that his disability needs had not been respected, and that he had been given wrong information. As a result, Mr H complained to Starling.

Starling investigated Mr H's concerns and upheld the complaint. They found that they could have handled the interactions with Mr H better, including an attempt to resolve the complaint. Accordingly, Starling apologised and compensated Mr H £300.

Mr H found himself having to contact Starling again and due to the method by which they communicated with him, he complained again. Within this complaint, Mr H said he had been unlawfully discriminated against by Starling, and they had shown an ignorance of his disability needs.

Starling investigated the matter and found that Mr H's contact preferences had not been updated in error. Starling did say they did not agree that they discriminated against Mr H, or that they failed to make reasonable adjustments, and to bring the complaint to a resolution, Starling offered an additional £300 as compensation.

Remaining dissatisfied, Mr H brought his complaint to our service. Our investigator completed a full investigation and did not think Starling needed to do anything further. Our investigator detailed what had happened noting that Starling had admitted to their poor service, and that the £600 total compensation was fair in the circumstances.

Mr H disagreed with this outcome saying he would like the complaint to be reviewed from a disabled person's point of view but our investigator said they could not accommodate this, and assured Mr H that their view was based on evidence. As a consequence, Mr H requested an ombudsman review his 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.

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 while I recognise this will come as a disappointment to Mr H, I have decided not to uphold the complaint for broadly the same reasons as the Investigator stated in their view.

If I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. No discourtesy is intended by me in taking this approach.

I did want to add my thanks to those of the investigator, for not only how open Mr H has been about his circumstances, but the impact of Starling's service.

Throughout Mr H's communication with Starling and this service, he's made clear that he feels strongly that Starling unlawfully discriminated against his disabilities, and did not make reasonable adjustments therefore breaching the Equality Act. These may be things that a court may consider, but as our investigator commented, whilst we recognise relevant law, our service looks at what's fair and reasonable.

I can see that Starling have made errors within the service they've provided, taken ownership for them, and attempted to compensate accordingly. From the evidence I have seen and heard, Starling's errors and poor service appear to be attributable to misunderstanding and human error and I'm persuaded that they will have taken the relevant learning points from their interactions with Mr H.

Another point that Mr H raised was about Starling's apparent insistence on forcing Mr H to use, and continue to use their chat function, despite this method aggravating Mr H's disabilities. I can see that Mr H was on chats longer than he would have wanted but I can also see that Starling offered telephone contact on a number of occasions. Additionally, I can also see that Mr H initiated a number of communications with Starling by chat.

Moving onto compensation, I've looked at our guidelines and the figure of £600 is towards the higher end of our bracket 'of up to £750' which refers to considerable distress and impact lasting weeks or months. After consideration, I agree with our investigator that the total of £600 is a reasonable amount considering the impact of the errors and poor service from Starling.

In conclusion, I'd like to reassure Mr H that I have taken into account everything he has mentioned and written about his vulnerabilities and conditions whilst at the same time looking at the case through this service's lenses of fairness and reasonability.

In conclusion, while Mr H is likely to be unhappy with my decision, I have to base my decision on the evidence and facts presented; therefore, I can't reasonably ask that Starling do anything further.

My final decision

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 31 March 2025.

Chris Blamires
Ombudsman