

The complaint

Mr S is unhappy with several aspects of the service he's received from Santander UK Plc.

What happened

In July and August 2024, Mr S raised several complaints with Santander regarding the service he'd received from them. Santander issued responses to Mr S's complaints on 9 July and 5, 6, and 13 August 2023, wherein they explained that they didn't feel that they'd provided poor service to Mr S as he felt was the case. Mr S wasn't satisfied with Santander's responses, so he referred his complaint to this service.

Because of the similar nature of Mr S's complaints, this service made the decision to consider them together. One of our investigators then looked at this matter. And while they felt that Santander hadn't acted unfairly towards Mr S in the majority of instances, they did feel that Santander could and should have provided better service to Mr S on some occasions.

Because of this, our investigator recommended that Santander pay £100 to Mr S as compensation for any trouble or upset he may have incurred. Mr S didn't accept the view of this complaint put forward by our investigator, 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 note that Mr S has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr S 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 S notes that I haven't addressed a specific point that 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 S 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.

Mr S has said that he wants this service to consider each of the complaints that he's raised with Santander on an individual basis. But it's within the remit of this service to decide how to handle the complaints that are referred to us. And given that the events about which Mr S is unhappy here are largely similar, and took place close to one another, I'm in agreement that it is appropriate for this service to consider these complaints together.

This doesn't mean that aspects of Mr S's complaints won't be considered by this service. Rather, it means that all of Mr S's complaints will be considered, but that this service's response to those complaints will be combined.

This letter will address five complaints raised by Mr S – which to confirm are those to which Mr S received complaint response letters from Santander dated 9 July, 5 August, 6 August (x2) and 13 August 2024. Any further points of complaint that Mr S may have with Santander that weren't addressed in the complaint response letters referred to above don't fall within the scope of this review.

The complaint response letter that Mr S received from Santander dated 9 July 2024 addressed Mr S's dissatisfaction at the long wait times that he experienced when trying to call Santander, as well as his dissatisfaction that he didn't receive an apology from Santander's agents for these long wait times.

I can appreciate that it would be frustrating for Mr S to have to wait in a queue for the next available Santander agent when he called. But a business such as Santander has no control over how many people will attempt to call them at any one time. And this service has neither the authority nor the remit to instruct a business to change how it operates, including regarding the number of telephony staff it hires and has available. Because of this, it can unfortunately be necessary for people trying to call a business to have to wait for their call to be answered by that business.

Mr S is unhappy that, when his calls were answered, Santander's agents didn't immediately apologise for the length of time that he'd waited. But Santander's agents wouldn't have any information about the length of time that Mr S had waited for the call to be answered, and so I wouldn't reasonably expect them to have apologised to Mr S for a waiting time that they weren't aware of.

Notably, when Mr S did make Santander's agents aware of how long he had been waiting for his call to be answered, the agents did apologise to Mr S for this. Although I must reiterate that I don't feel that Santander reasonably should be considered accountable for the number of people that had chosen to call them at the times that Mr S called.

Mr S also complained to Santander about a call that had taken place on 8 July 2024, in which he felt Santander's agent had used his first name without asking whether Mr S was happy for them to do so. And Mr S was also unhappy that Santander's agent terminated the call and didn't call him back.

I've listened to the telephone call in question and haven't heard any instance of Santander's agent calling Mr S by his first name. Additionally, the reason that Santander's agent ended the call was because Mr S refused to tell Santander's agent why he was calling and what he wanted. I don't feel that Mr S's behaviour in this regard was reasonable, and I wouldn't expect an agent from any business to continue a call with a caller who refuses to explain why they've called and what they want. And neither would I expect an agent to call a customer back after they've reasonably terminated such a call.

Also in this complaint response letter, Santander addressed Mr S's dissatisfaction that Santander had declined an account switch application that he'd made to transfer his account to another provider. But Santander have demonstrated to my satisfaction that they hadn't rejected any account switch applications that Mr S had made, with a successful switch to another provider having completed the week before.

With regard the complaint that Santander responded to on 5 August 2024, Mr S was unhappy that another of Santander's agents asked him to confirm his name at the start of the call, rather than beginning by apologising to Mr S for the length of time he'd had to wait.

As discussed above, I don't feel it's reasonable to expect Santander's agents to immediately apologise for the length of time that Mr S may have been waiting for a call to be answered. Furthermore, having listened to the phone call in question, I don't feel that Santander's agent was being rude or disrespectful to Mr S by asking Mr S to confirm his name at the start of the call, before then apologising for the length of time that Mr S had to wait for his call to be answered.

I also feel Santander's agent handled the rest of the call with Mr S in a professional manner. And as an impartial party, I feel that Santander's agent remained professional when faced with what I consider to be unreasonable behaviour from Mr S himself. For instance, Mr S telling Santander's agent to 'do his job' and then later calling him a 'failure' is not behaviour that I feel any telephony agent should reasonably be subject to, regardless of any frustration Mr S may have felt on that call. And neither do I feel that Mr S's assertions in this regard were justified in any way.

Mr S was also unhappy that Santander's agent asked him several questions on this call, rather than just assisting him as he wanted. But I feel that the questions that Santander's agent asked Mr S were designed to gather information that would have helped the agent assist Mr S, and so I don't feel that it was unreasonable for Santander's agents to have asked those questions.

Following this call, Mr S was transferred by Santander's agent to a different agent, as Mr S was no longer willing to speak with the initial agent. The first of the two complaints that Santander responded to on 6 August 2024 was in relation to the service Mr S received on this transferred call, with Mr S being unhappy that the call lasted a long time without his online banking issue being resolved.

I've listened to this call, and I feel that Santander's agent did handle much of the call in a professional manner, albeit once again in the face of what I consider to be unreasonable behaviour from Mr S. This includes that Santander's agent raised a ticket with the appropriate Santander technical team to investigate the online banking app issue that Mr S was facing. However, there were several aspects of this call that I feel Santander's agent could and reasonably should have handled better.

The first of these is in regard to an email that Mr S had received from Santander to enable him to register a device (such as a mobile phone) for the mobile banking app. The email included a link for Mr S to use and explained that Mr S would need to click on the link while using the device he wanted to register. And, unfortunately, Santander's agent appears to have not correctly recognised that while Mr S was speaking with them, he was using a device other than the one he wanted to register for mobile banking.

If Santander's agent had recognised this point, it may have been the case that the banking app issue about which Mr S was unhappy could have been resolved. However, I don't feel that Santander's agent should fairly be considered solely responsible for Mr S not using the correct device in this instance, and this is because I feel that the email from Santander was sufficiently clear on this point that Mr S himself should also reasonably have recognised it.

Additionally, during this call, Mr S mentioned that he was disabled. Santander have confirmed that they have no record of ever being informed by Mr S that he is disabled, and so have no record of any reasonable adjustments that Mr S might require from them. As such, I feel it would have been beneficial for Santander's agent to have asked Mr S if he

wanted to Santander to record any details of his disability. Although I again feel that this point is mitigated by the fact that Mr S hasn't mentioned that he is disabled to Santander on any other occasions and hasn't volunteered any information about his disability to them.

If Mr S would like Santander to record his disability on their systems, which might enable Santander to offer reasonable adjustments to him, then I can only refer Mr S to Santander to provide that information to them.

Finally, I note that Santander's agent terminated this call because Mr S left the call and asked the agent to remain on hold. But in this instance, Mr S explained that he needed to use the bathroom, and asked Santander's agent to hold while he did so. And Mr S's request in this regard doesn't seem unreasonable. As such, I would have expected Santander's agent to have waited for Mr S to have used the bathroom as he asked them to do.

The second complaint Santander responded to on 6 August 2024 was regarding Mr S's dissatisfaction about the service he'd received on two further calls, wherein the first call was terminated by Santander's agent and wherein the second Santander agent said that Mr S was being rude.

But on the first call, Mr S was again discussing the issue he was having with Santander's mobile banking app. Mr S wanted Santander's telephony agent to resolve the problem he was having immediately, on that call. But I don't feel it's reasonable to expect a general enquiries telephony agent to be able to immediately resolve a technical issue. And I also don't feel that it's reasonable for Mr S to have demanded help from Santander's agent, and then being dissatisfied when the agent put Mr S on hold so that they could try to speak with a technical agent who might be better placed to assist Mr S.

Santander consider Mr S's general behaviour on this call to have been unacceptable, and they support their agent's decision to terminate the call. Having listened to the call, I don't feel that Santander's position on this matter is unreasonable. And I confirm that this service is highly unlikely to censure a business or any individual agent for acting as Santander's agent did here when faced with unreasonable behaviour such as Mr S displayed.

Following this call, Mr S called Santander back and spoke with a second agent, to complain about the first agent who had terminated the previous call. On this second call, Mr S was clearly still frustrated by how the first call had ended. And he made several disparaging remarks to Santander's agent about the previous agent. In response to these disparaging remarks, Santander's agent said that they felt that Mr S was being rude. And given the nature of the disparaging remarks made by Mr S, I don't feel that Santander's agents statement in this regard was unreasonable.

Regarding the complaint that Santander responded to on 13 August 2024, Mr S was again unhappy with the service he'd received from a Santander agent during another phone call. I've listened to this call, wherein Mr S wasn't happy about a complaint response letter he'd received from Santander. And like previous calls that I've listened to, I feel that Mr S's behaviour on the call wasn't reasonable.

For instance, during the call, Santander's agent explained that they would need to put Mr S on hold while they looked into the matter that he was unhappy about. At that time, Mr S told Santander's agent that they had five minutes in which to resolve the issue, which the agent understandably and reasonably explained wasn't a timeframe they could guarantee they could adhere to. Mr S wasn't happy about this and asked for Santander's agent's name. And when Santander's agent wouldn't spell their name to Mr S, he asked to put through to a manager.

In response to Mr S's request for a manager, Santander's agent said that they could only offer a call back within the next 48 hours. But Santander have confirmed that it is possible for dissatisfied customers to speak with a manager if one is available at the time of the call. And while it may have been the case that there wasn't a manager available at the time of the call, I feel that this could and reasonably should have been explained to Mr S by Santander's agent, and that Mr S did receive poor service from Santander's agent in this regard.

However, following Santander's agent's explanation that they could only offer Mr S a call back within 48 hours, Mr S went silent on the call and didn't respond to any of the agent's further prompts or questions. Because of Mr S's silence and lack of engagement from this point onwards, Santander's agent eventually terminated the call. This doesn't seem unreasonable to me, and I wouldn't expect an agent to remain on a call when it becomes clear that the other party is no longer meaningfully engaging in that call.

Finally, regarding Mr S's dissatisfaction with Santander's complaint response letter, this isn't a point of complaint that this service can consider. This is because this service can only consider points of complaint about financial matters. And how a business handles a complaint is not itself a financial matter, even if that complaint is itself about a financial matter. In short, this service cannot consider a complaint about how a business has handled a complaint.

So, to summarise, I feel that in general Santander's agents handled the calls with Mr S in a fair and professional manner. And I feel that Mr S's own behaviour towards Santander's agents on the calls was often unreasonable. However, there were some occasions where I feel that Mr S did receive a standard of service from Santander which fell below that which he was reasonably entitled to expect.

These include that one of Santander's agents missed an opportunity to confirm to Mr S that he needed to use a link that had been emailed to him while on the device he wanted to register for the mobile banking app, and that they also missed an opportunity to ask Mr S if he wanted Santander to record information about his disability. I also feel that while it was reasonable for Santander to have terminated several calls with Mr S, there was one instance where I don't feel it was reasonable for them to have done so. And I also feel that one of Santander's agents could have more clearly explained to Mr S why he couldn't speak with a manager at that time.

In consideration of these service issues, my final decision here is that I'll be upholding this complaint in Mr S's favour and instructing Santander to pay £100 to him as compensation for any upset or inconvenience these specific issues may have caused.

In arriving at this position, I've considered the impact of these instances of poor service on Mr S. And as an impartial party, I've also considered mitigating factors such as Mr S's own behaviour on the calls in question, which I feel could have impacted the clarity of thought of Santander's agents and which, because I feel the behaviour was unreasonable, I wouldn't consider Santander's agent to be responsible for. Finally, I've considered the general framework this service uses when assessing compensation amounts, details of which are on this service's website. And, taking all these factors into account, I'm satisfied that £100 is a fair compensation amount.

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

Putting things right

Santander must pay £100 to Mr S.

My final decision

My final decision is that I uphold this complaint against Santander UK Plc on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 4 March 2025.

Paul Cooper
Ombudsman