



The complaint

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

What happened

In 2022 and 2023, Mr O made a series of complaints to Santander regarding several issues surrounding their administration of his Bounce Back Loan ("BBL") about which he was unhappy. Santander responded to Mr O's complaints but didn't feel that they'd done anything wrong in how they'd administered his BBL. Mr O didn't agree, and so he referred his complaints to this service.

One of our investigators looked at Mr O's complaints but, for the most part, didn't feel that Santander had acted unfairly. However, our investigator did note that Santander hadn't made a phone call to Mr O when they should have done and as they'd promised to, and they said that Santander should pay £100 compensation to Mr O because of this. Mr O remained dissatisfied and continued to feel that Santander had acted unfairly towards him. 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 O has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr O for these submissions, and I hope that 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 O 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 O 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 O successfully applied to Santander for a BBL in May 2020, and he received the loan funds that same month. The terms of the BBL scheme included that no loan payments were required for the first twelve months of the term, which meant that Mr O's contractual obligation to make monthly payments to the BBL began in June 2021.

Mr O made his monthly BBL payments from June 2021 until May 2022. Then, following a phone call that Mr O had with Santander on 12 May 2022, Mr O took a six-month payment holiday wherein he wasn't required to make any payments for the period June through November 2022. This meant that Mr O's contractual obligation to resume making monthly payments towards the BBL began in December 2022.

But Mr O didn't make his contractually required payments to the BBL when his obligation to do so resumed in December 2022, and because of this the loan fell into arrears. Santander sent a series of letters to Mr O about the arrears on his BBL. But Mr O didn't act to clear the arrears that had accrued on his loan, and so Santander sent a default notice to him in May 2023 which explained that if he didn't recover the position of his BBL that Santander might terminate the loan agreement and default the account.

Around this time, Mr O made a complaint to Santander because he was unhappy that Santander were considering defaulting his account. And Mr O was also unhappy that he had tried to apply for an extension to his BBL term length when he spoke with Santander in May 2022, which would have reduced the monthly amount he had to pay, but that Santander hadn't helped him achieve this.

I've listened to the telephone call that took place between Mr O and Santander on 12 May 2022. On that call, Santander's agent helped Mr O apply for the six-month payment holiday on the BBL that covered the June through November 2022 period. And Mr O also explained to Santander's agent that he wanted to extend the term of the loan as was permitted by the BBL scheme at that time.

On that phone call, Santander's agent explained to Mr O that he would need to wait for five days to before he could apply for the term extension. And the agent said that they would monitor Mr O's account and call him back when the required five days had passed and help Mr O apply for the term extension – which had to be applied for online. But Santander's agent didn't then call Mr O back when they'd said that they would, and Mr O didn't take any action himself to apply for the term extension, and so his BBL term was never extended.

Mr O feels that the failure of Santander's agent to call him back as they'd promised led to the term of his BBL not being extended. But Santander's agent had promised to call Mr O to help him apply for the term extension. This means that Mr O was aware at that time that an application to extend the term of his BBL had to be made. And while I would have expected Santander's agent to have made the call to Mr O that they said they would make, I don't feel that the fact that this call back wasn't made overrides or supersedes the fact that Mr O had to make an application to extend the loan term if he wanted to the BBL term to be extended.

Ultimately, I feel the responsibility to apply for the term extension sat with Mr O here. And I feel that when Mr O didn't receive the call back from Santander that he'd been promised that he could and reasonably should have either contacted Santander about the matter or applied online for the BBL term extension himself. Accordingly, I don't accept Mr O's position that he wasn't able to apply for the term extension because Santander's agent had failed to call him back and help him do so.

Santander issued their response to Mr O's complaint about this matter on 23 June 2023 wherein they explained that they didn't uphold the complaint. And a few days later, on 27 June 2023, Santander reissued the default notice to Mr O regarding his BBL which gave him 14 days from that date to either clear the arrears on his BBL or to contact Santander and agree an acceptable repayment plan with them.

Mr O then raised a further complaint with Santander in which he reiterated that he was unhappy with how Santander were administering his BBL and noted that Santander had closed his business current account, which he felt hindered his ability to make payments to the BBL. Additionally, Mr O was unhappy that a cheque he'd submitted to Santander had been returned to him and hadn't been proceeded by Santander.

Considering the closure of Mr O's business current account by Santander first, I don't accept that this prevented Mr O from making payments to his BBL because it remained possible for

Mr O to make those payments from any other bank account. As such, if Mr O did have the money to make the payments, then I feel that he could have made those payments directly from the bank account in which that money was held. Alternatively, if Mr O didn't have the money available to make the BBL payments that were missed, then this aspect of Mr O's complaint would be a moot point.

Regarding Mr O's dissatisfaction with how Santander were administering his account, I feel that the salient point remains that Mr O had stopped making the monthly payments towards the BBL several months before. And because of this, I don't feel that Santander were acting unfairly by following the account arrears process that they were here, including the issuance of the default notices in May and June 2023.

Santander issued their response to Mr O's complaint on 18 July 2023, wherein they explained to Mr O that as things currently stood, he still had the option of discussing his BBL arrears with Santander's Financial Support team, who might be able to agree to an arrears' repayment plan with him. This seems reasonable to me, and I again feel that the onus was on Mr O to have acted here and to have spoken with Santander's Financial Support team, if he wasn't able to clear the full amount of the outstanding arrears at that time.

Turning to the cheque about which Mr O complained, there appears to be some confusion about this aspect of Mr O's complaint. I say this because it's clear that Santander believed that Mr O was complaining that they wouldn't accept a cheque he'd sent to them to clear the BBL arrears but had returned that cheque to him. And given Santander's understanding of this aspect of Mr O's complaint, this was the point of complaint that our investigator assessed within their view.

However, in a recent telephone call with this service, Mr O has explained that this aspect of his complaint has been misinterpreted and that he wasn't complaining about Santander not accepting a cheque he'd submitted to clear the BBL arrears, but that his complaint was in fact about a different issue regarding a cheque that hadn't been processed by Santander.

I've considered Santander's complaint notes surrounding this matter, and I don't feel that their misinterpretation of this aspect of Mr O's complaint was unreasonable. Unfortunately, this means that Mr O will have to resubmit this point of complaint to Santander before this service can consider it. This is because this service can only consider points of complaint that have been considered and responded to by a business. And in this instance, Santander haven't considered and responded to the point of complaint that Mr O would like this service to assess, but have instead responded to a different, misinterpreted point of complaint.

Mr O also complained to Santander about the lack of a dedicated email address to which he could make a complaint, and Mr O also wanted Santander to tell him who he could speak with in the UK Government about the BBL scheme. In response, Santander explained that they don't accept complaints via email because they don't consider it to be secure enough channel of communication for that purpose and also that they weren't aware of any specific person in the UK Government that Mr O could contact about the BBL scheme. Santander's responses in these regards seem reasonable to me, and I don't feel that Santander treated Mr O unfairly by proving those responses.

Following the issuance of Santander's complaint response on 18 July 2023, Mr O didn't make any payments to clear the BBL arrears or come to any arrears' repayment arrangement with Santander. And this led Santander to issue a formal demand for full repayment of the BBL amount to Mr O on 2 August 2023, and to later default the loan when Mr O didn't comply with the requirements of the formal demand.

Mr O is unhappy that Santander defaulted his BBL. However, Mr O hadn't made the required monthly payments towards the loan since his contractual obligation to do so had resumed in December 2022. And he also hadn't cleared the arrears that had accrued on his BBL or meaningfully engaged with Santander about those arrears as per Santander's requirements. Because of this, I don't feel that Santander did act unfairly towards Mr O by following the BBL arrears process that they did which ultimately resulted in the defaulting of his account.

However, as discussed above, Mr O didn't receive a call back from Santander that he was expecting to receive. And while I don't feel that the absence of this call back reduced or diminished Mr O's responsibility to have repaid the BBL as per the terms of the loan agreement, I do feel that it does represent an instance of poor service for which Mr O should fairly be compensated.

As such, my final decision here is that I uphold this complaint in Mr O's favour on this limited aspect only and instruct Santander to pay £100 to Mr O as compensation for the trouble and upset his not receiving a call back may have caused. But to reiterate, this compensation is instructed solely for the poor service of Mr O not receiving a call back that was promised to him. And it remains my position that in the absence of not receiving a call back that the onus was fairly and reasonably on Mr O to have contacted Santander about the position of his BBL account. And for this reason, I'm not upholding any other aspect of Mr O's complaint.

Mr O has expressed his dissatisfaction with how Santander have handled the complaints that he raised about his BBL. However, as per the rules by which this service must abide – which can be found in the Dispute Resolution ("DISP") section of the Financial Conduct Authority ("FCA") Handbook – this service is only able to consider complaints about specified activities, of which complaint handling isn't one. In short, this service can't consider a complaint about how a business has handled a complaint. And this means that this aspect of Mr O's complaint isn't one that it's within the remit of this service to consider.

Finally, Mr O has said he feels Santander bullied him in how they administered his BBL and in how they spoke with him about it. But I haven't seen or heard any instance of Santander bullying Mr O during my review. Instead, I feel that Santander administered Mr O's BBL fairly and reasonably and that their agents spoke with Mr O about it professionally. I therefore don't uphold this aspect of Mr O's complaint.

I realise that my final decision here may not represent that outcome that Mr O had wanted. But I trust that Mr O will understand, given all that I've explained, why I've made the final decision that I have.

Putting things right

Santander must pay £100 to Mr O.

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 O to accept or reject my decision before 15 April 2025.

Paul Cooper
Ombudsman