

The complaint

Mr B complains about the service he received from Santander UK Plc (“Santander”) when he received an email informing him he had an important document to read. Mr B believes the instructions on how to access the document were inaccurate.

What happened

On 21 June 2024 Santander sent Mr B an email informing him he had an important document to read with instructions explaining how to access the document. The communication concerned interest rate changes on Mr B’s account and was also sent to Mr B’s home address.

Mr B was unable to access the document and so raised a complaint with Santander about it. Santander failed to respond to Mr B’s complaint and so Mr B brought his complaint to this service.

Following this Santander reviewed Mr B’s complaint and informed this service that Mr B had previously raised a complaint about the same issue and had offered him £75 in compensation.

Santander says that on this occasion Mr B was using a new version of the Santander app and the instructions were for the old app. Santander has confirmed that the same communication was also sent to Mr B’s home address.

Santander has explained that Mr B raised the issue and that it has logged this and that it continues to make improvements to its app and other products. Santander has not offered Mr B any further compensation for its error but apologised for the complaint not being addressed in a timely manner and paid Mr B £25 to resolve the complaint.

One of our investigators looked into Mr B’s concerns and thought that although Santander had made an error that this wasn’t a case where the impact was such that compensation was due and so thought the credit of £25 to Mr B’s account was a fair way to resolve this complaint.

Mr B disagreed. He says Santander failed to acknowledge his complaint altogether until he brought his complaint to this service and so failed to meet its obligations under the rules of the FCA Handbook.

Mr B said he spent significant time and effort chasing a response - including the time spent contacting this service - and wants to be compensated for this.

And so Mr B has asked for an ombudsman’s 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.

It might be helpful for me to say here that, this service doesn't supervise, regulate or discipline the businesses we cover. And my role isn't to punish or penalise businesses for their performance or behaviour – that's the role of the regulator, in this case the Financial Conduct Authority. So I can't look at Barclay's complaints procedures and tell it what it must do and even if it was in this service's power to do so, as complaint handling isn't a regulated activity, we wouldn't be able to look at Mr B's complaint if it solely related to this.

My role rather is to look at problems that Mr B has experienced and see if Santander has done anything wrong or treated him unfairly. If it has, I'd seek to put Mr B back in the position he would've been in if the mistakes hadn't happened. And I may award compensation that I think is fair and reasonable.

In this case it's not in dispute that something went wrong at Santander's end in the provision of its instructions regarding the opening of a document contained in an email sent to Mr B. And nor is it in dispute that Santander failed to respond to Mr B's complaint regarding the matter until he brought his complaint to this service.

So what I need to decide is whether Santander's payment of £25 in this instance is a fair and reasonable way to settle Mr B's complaint. And I think it is.

Although I accept Mr B has been inconvenienced by Santander's error, I'm not persuaded that the impact this had on him warrants an uplift on the compensation already provided. Things don't always go smoothly, mistakes happen and as stated above our role isn't to punish or penalise the businesses we cover.

And in any case my understanding is despite the instructions being incorrect Mr B was aware of how to access the communication and that he was also sent the same communication through the post, so he hasn't lost out on receiving the important communication in question.

I appreciate Mr B's frustration at the lack of response by Santander to his complaint. But as I've explained above, complaint handling isn't a regulated activity so this part of Mr B's complaint isn't something I can look at compensating Mr B for.

And so on this basis I think the £25 payment Santander made to Mr B to resolve his complaint is fair and I'm not going to ask Santander do anything more.

My final decision

For the reasons I've explained, I think what Santander UK Plc has already done to settle Mr B's complaint is fair and I'm not going to ask it do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 10 July 2025.

Caroline Davies
Ombudsman