DRN-5751555

The complaint

Mr K complains about the actions taken by Santander UK Plc when it blocked a payment he wanted to make and misdescribed his neurodiversity as a mental health condition.

What happened

In May 2025, Mr K requested Santander to remove a block he'd previously asked Santander to apply to prevent him making payments to a third-party I'll call 'D'. Shortly afterwards, he tried unsuccessfully to make a payment to D which was declined by Santander.

When he spoke to Santander to complain, during the course of that chat the agent referred to Mr K's neurodiversity as a mental health condition. Additionally, a technical error meant that removing the block on payments to D hadn't been properly implemented. And even when told this was rectified, Mr K continued to experience payment problems using his debit card to pay D online.

Santander partly upheld Mr K's complaint and paid him £100 to reflect the distress and inconvenience caused. It apologised for its agent having referred incorrectly to his neurodiverse condition. And it explained that after removing the previous payment block at Mr K's request there had been an ongoing technical issue which still prevented successful payments to D. But this had, by then, been resolved and Santander said that there wasn't any continuing block on his account. However, some payments had been flagged up by its security system for further checks and he'd been asked to make contact with its security team to complete security measures so these could be approved.

When Mr K brought this complaint to us, our investigator felt that Santander had done enough to put things right, saying (in brief summary):

- Santander had acknowledged that the agent was wrong to refer to Mr K's neurodiverse condition using the language Mr K had complained about and said this wasn't in line with the service it aimed to provide. Feedback had been shared with the relevant manager.

- Although Mr K felt Santander had discriminated against him given the problems he experienced and the mischaracterisation of his disability, it wasn't our role to decide if Santander breached the Equality Act – we looked at whether Santander's actions were fair and reasonable. Santander identified and corrected the error and apologised for the poor service. And although the agent's comments were upsetting, Santander acted promptly by recognising the mistake and taking action.

- Santander had paid £100 into Mr K's account as an apology for the inconvenience and the poor service which the investigator thought was fair – keeping in mind that this was dealt with within four weeks.

- Ongoing payment issues were linked to security checks and a normal part of protecting Mr K's account, so the investigator didn't think Santander needed to increase the compensation.

Mr K disagreed with the investigator's view. He mainly said that he was continuing to have problems paying D online and he was only able to use his card to pay D in-store. Our investigator looked into this further and concluded that as in-store payments were working, it was unlikely that the online payment issue was the result of Santander blocking payments to D – and Santander had said there were no account blocks in place.

Mr K feels that the evidence Santander has provided isn't a true reflection of the inconveniences he's been caused. He put things this way: '...*I personally feel that this needs to be looked at in more detail as attention to detail is needed here to get to the bottom of the problem.'*

Mr K asked for an ombudsman to review the complaint, so it has been passed to me to decide.

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've decided not to uphold Mr K's complaint. I'll explain why.

My role is to consider the evidence presented by both parties and reach what I think is an independent, fair and reasonable decision based on the facts of the case. I must be impartial. In order to uphold Mr K's complaint I would have to find that Santander made an error or acted in a way that wasn't fair and reasonable and this led to Mr K suffering financial loss or some other detriment which it hasn't done enough to put right.

So I've looked at what happened with this in mind. I've highlighted the main things that I think are relevant when deciding this complaint. If I haven't covered everything that's been mentioned in correspondence, it doesn't mean I haven't considered all the evidence and everything Mr K has said. It just means I haven't needed to refer to everything in the same amount of detail as Mr K to reach a decision.

Our service is unable to make findings on whether or not something constitutes discrimination under the Equality Act 2010. This is because we are an informal alternative to the courts and only a judge can give a formal decision on whether or not the law has been broken. I have however taken into account the relevant law, including the Equality Act 2010, as well as regulatory requirements and best industry practice in coming to my decision, to determine whether I believe Santander has acted fairly.

The key background facts are not in dispute – it's agreed that Santander was responsible for a technical error that prevented Mr K from being able to use his debit card to make online payments to D, and its agent used inappropriate language when talking to Mr K. So I don't need to say more about what happened. My focus is on the key issue I need to decide – whether Santander has treated Mr K fairly and reasonably overall and whether the compensation awarded reflects this.

My starting point is to consider the extent and impact of Santander's poor service on Mr K. I am satisfied that Santander corrected the technical error reasonably promptly – the ongoing issue Mr K has had using his debit card online when trying to pay D isn't any longer linked to a technical fault. There's more information on our website, but briefly, when thinking about whether an award of compensation is fair, I must keep in mind that we're all inconvenienced at times in our day-to-day lives – and a certain level of frustration and minor annoyance is expected. An award of compensation doesn't automatically follow just because a financial business has made a mistake or hasn't dealt with something as well as it should've done. I'd need to be persuaded that the impact on Mr K of not being able to pay D online was more than someone would expect to experience as part of everyday life. Broadly speaking I don't think it was – given that, from what he's said, he mainly seems to have used the card in-store and he didn't have any problem with those payments.

But Santander has recognised that there were significant shortcomings in the service provided during a live chat when its agent's use of language caused Mr K serious offence and upset him.

Mr K has described feeling '...*ridiculed for my disability'* and '...*humiliated and discriminated against*.'

I'm very sorry for how what happened made Mr K feel. I can appreciate that the agent lacked sensitivity and what they said reflected misunderstanding on their part of neurodiversity and mental health conditions. Santander has apologised and provided assurances that internal measures have been implemented to ensure the staff member concerned receives appropriate feedback and monitoring to ensure no-one else has the same experience as Mr K. I think that's fair and reasonable. It's up to Santander as the employer to ensure staff are adequately informed and trained to carry out their job. I wouldn't reasonably expect Santander to agree to Mr K being personally involved in any remedial or disciplinary interaction with the call handler.

I haven't been provided with anything to show that Mr K is worse off financially because of Santander's poor service. Fair compensation isn't however just about financial loss – it also needs to properly reflect the wider impact on Mr K of Santander's service failings. Looked at overall, I am satisfied that Santander has already taken responsibility for its poor service and the £100 payment fairly addresses shortcomings on its part and reasonably reflects the distress this caused.

Beyond this, I don't agree that Mr K's experience with Santander warrants further compensation. I am satisfied that £100 matches the level of award I would make in these circumstances had it not already been paid. It is in line with the amount this service would award in similar cases, and it is fair compensation for Santander to pay Mr K in his particular situation.

So, looked at overall, I am satisfied that Santander has already taken responsibility for addressing shortcomings it identified on its part and done enough to put this right.

In coming to my decision, I've taken into account that Mr K is concerned about ongoing payment issues he's having using his debit card to pay D online. I can't share confidential information provided to this service, but I've seen enough to be satisfied that this isn't the result of Santander blocking Mr K's online payments to D.

Santander has legal requirements it must observe and regulatory obligations imposed by the Financial Conduct Authority ('FCA'). This means that it has to have processes in place and take reasonable steps to keep customers' money safe. From what I've seen, it looks like Santander's security process is identifying online payments to D for security checks. Santander's terms and conditions, which Mr K would've signed up to in order to be able to use the account, allow it to do this. I appreciate this is proving inconvenient for Mr K. But although Mr K has objected to how Santander is treating these payments, it's not for this service to tell Santander how it should act when it has concerns about potential fraud.

It's up to Santander to decide how it meets its regulatory obligations. And whilst I completely understand Mr K's frustration, I can also understand why, from Santander's point of view, it might have grounds for valid concerns about these payments when Mr K himself has asked Santander to block these for him from time to time.

I have to restrict myself to the points raised with Santander in May 2025 which were responded to in Santander's letters sent in June 2025. That's because the rules I'm bound by say that Santander must have had the opportunity to address any issues itself and issue a final response before we can consider them. If Mr K feels he has further cause for complaint (that goes beyond the scope of the complaint he brought to us), then he should first tell Santander what his concerns are, so it has an opportunity to respond. If he still feels unhappy after that, he may be able to bring a new complaint to this service. I can't award redress for any complaint where the financial business hasn't first been given a chance to put things right.

I'd like to reassure Mr K that I've taken carefully into account everything he's told us. But rather than responding to each point, I've concentrated on the question of fair redress for what happened, as this is the main reason Mr K asked for an ombudsman referral. This reflects the fact that we provide an informal complaint handling service as a free alternative to the courts.

I hope that setting things out as I've done is helpful and even though this isn’t the outcome Mr K hoped for, he will at least feel that his complaint about Santander has been fully considered by the Financial Ombudsman Service.

My final decision

My final decision is that I do not uphold this complaint as I am satisfied that Santander UK Plc has already paid fair redress.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr K to accept or reject my decision before 1 October 2025.

Susan Webb
Ombudsman