DRN-5863158

The complaint

Mr S complains about actions taken by Santander UK Plc ('Santander'). And he feels that Santander's complaint handlers discriminated against him during phone calls by ignoring the fact he has particular requirements following a life-changing health event in disregard of the Equality Act 2010.

He also feels Santander's compensation offer isn't enough for admitted poor service when he wanted to complain about a problem he had making a transfer between his accounts using Santander's mobile banking app.

What happened

In December 2024, Mr S contacted Santander when he had a problem trying to do a transfer from his current account to another account he held with Santander via its banking app. The call handler advised him how to complete the payment but failed to correctly action Mr S' complaint about what happened.

In February 2025, Mr S raised a further complaint about a text alert he'd received advising that there were insufficient funds in his account to allow a direct debit to be paid, even though he'd moved money into the account the previous evening to cover the payment. Santander apologised for the confusion this caused and explained how and why this had happened.

Mr S was unhappy about the way he was treated during phone calls with Santander when he'd complained about the text message which he said Santander had sent in error and later when discussing his complaints. He felt call handlers were rude and disregarded his health condition and his rights under the Equality Act 2010.

When Mr S brought his complaint to us, Santander told us it hadn't been made aware at the time that Mr S had a health condition but said it had subsequently added a note on its system that would alert staff so that he could be supported on any future calls. And it offered to pay Mr S £50 for not raising his concerns about the failed transfer as a complaint when it should have done.

Our investigator thought that this was a broadly fair outcome and didn't think Santander needed to do anything further to address Mr S' complaint.

Mr S disagreed with the investigator's view and 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.

This includes listening to the call recordings provided.

Having done so, I've reached broadly the same overall conclusions as our investigator. I'll explain my reasons.

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 S' complaint and award more redress 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 S suffering financial loss or some other detriment which Santander needs to do more to put right.

I will consider the circumstances as a whole. I've highlighted the main things that I think are relevant when deciding this complaint – our rules allow me to do this. If I haven't covered every single point, it doesn't mean I haven't considered the evidence and what Mr S has said. It just means I haven't needed to refer to everything in the same amount of detail as Mr S to reach a decision.

My focus is on the key issue I need to decide – whether Santander has treated Mr S fairly and reasonably overall.

<u>The text alert sent after Mr S had moved money into his account to cover the direct debit</u>

It's not in dispute that Mr S had transferred enough money the previous evening to allow the direct debit to be paid. So I can understand his frustration at receiving a text message that said he had insufficient funds to allow the debit to be paid. But I can also understand why, from Santander's point of view, it made sense to hold off sending the text message until the next morning – even though the information risked being out of date by the time Mr S saw it.

Mr S hadn't moved the money until around 10pm the previous evening. This was a couple of hours after Santander starts the direct debit process at its end. Around 8pm, it checks balances in accounts where direct debits are due to go out the next day and generates a text to alert the account holder if there isn't enough in the account. At the time, Mr S hadn't yet transferred money to cover the debit, so Santander's process operated as intended when it generated a warning text alerting him.

Santander explained that text messages generated the previous evening are sent the next morning to avoid texting customers at unsociable hours.

Mr S felt Santander's cut-off time was too early and not logical – given that the day doesn't end until midnight. And he was upset and inconvenienced by the text alert he received – which he described as an error because it contained misinformation.

Our investigator has explained however that we don't have authority to tell a business it must change its business processes. So it's not up to me to tell Santander when to send text messages. Our focus is on whether a financial business has acted fairly and reasonably.

It seems reasonable to me that Santander delays issuing texts in the evening because it said this had previously caused lots of complaints from upset customers.

And I think Mr S would reasonably have been aware that he'd already taken steps to enable the direct debit to be paid and completed a transfer for this purpose – so he could safely disregard a message that looked like it was out of date information when he received it.

Santander said it would recommend crediting accounts before 8pm in order to avoid a text alert being generated if Mr S wants to ensure this doesn't happen in future. I hope that's helpful for him to know.

It's unfortunate that a process Santander has in place which is intended to help customers manage their money was confusing for Mr S on this occasion. But I don't consider this was a bank error or that it was unfair or unreasonable for Santander to delay sending the text until a more social time. So I'm not upholding this part of Mr S' complaint.

<u>Mr S' discrimination complaint</u>

I've thought carefully about Mr S' strongly held conviction that Santander discriminated against him, in particular during phone calls after he'd received the text message and phoned to check that his direct debit was still going out. He said the calls caused him stress, and call handlers were rude and hostile and didn't make any reasonable adjustments for him as required by the Equality Act even after he mentioned he'd suffered a debilitating and life-changing health event. Mr S said he felt ignored and discriminated against. He said one call handler repeatedly disregarded this information and (in his words) '…*he was purposefully trying to provoke me - that was him deliberately causing an intimidating and humiliating environment for me'*.

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 when deciding whether or not Santander has acted in a fair and reasonable way here.

I'm very sorry for how what happened made Mr S feel. But I've listened to the call recordings provided and I can't hear him say anywhere that he has special requirements due to a health condition or that he wanted Santander to make reasonable adjustments in the way it treated him. Sometimes Mr S and Santander's call handlers were both speaking at the same time – but I think that was mainly because Mr S wasn't allowing the call handler enough time to explain Santander's position so the calls stopped being a two-way conversation. I haven't been able to identify anything that suggests to me that Santander was intentionally rude. And I've not seen or heard anything to suggest that Santander treated Mr S unprofessionally.

On balance, for all the reasons set out more fully above, there's not enough evidence to say Mr S was treated unfairly by call handlers who should've recognised the need for reasonable adjustments to accommodate Mr S' particular needs.

Santander has confirmed that when Mr S did subsequently mention his health condition (during a later phone call) it updated its systems to include reference to Mr S' health status – but it holds no information regarding what reasonable adjustments Mr S would like to request. If there is any particular way he'd like Santander to change the way it deals with him, or he wants Santander to be aware of things he might find difficult, whether over the phone or otherwise, I'd encourage him to let Santander know. This way it can ensure this information is available to staff – when I'd expect Santander to implement reasonable adjustments as appropriate.

<u>Santander's mistake when it failed to record Mr S' complaint about the problem he experienced using its app.</u>

Santander accepts that this was an error on its part. So I don't need say more about this. The only consideration here is what amount of compensation is fair in these circumstances.

I haven't been provided with anything to show that Mr S is worse off in money terms as a direct result of Santander's delay registering his complaint. So I haven't identified any financial loss that Santander needs to redress.

Thinking about the wider question of fair compensation, typically, an apology or small monetary award will fairly compensate for a one-off incidence of poor service, especially where there is no significant or lasting impact. So just because Santander agreed that there were shortcomings in the way it handled Mr S' complaint, it doesn't necessarily follow that we would always award any or any significant compensation. And after taking into account everything that Mr S and Santander have told me, I haven't seen enough to show that Santander did anything else wrong or that it treated Mr S in a way that wasn't fair and reasonable overall.

All in all, I think the £50 compensation offer Santander made by way of apology for not recording his complaint when he first complained seems fair to me in all the circumstances. I haven't seen or heard enough to make me think it would be fair to require Santander to do more here.

I hope that setting things out as I've done helps explain how I've reached my conclusions.

Putting things right

Santander should pay Mr S £50 compensation as it has offered to do.

My final decision

My final decision is that I uphold this complaint in part and Santander UK Plc should take the steps set out above to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 November 2025.

Susan Webb
Ombudsman