

The complaint

Mr D complains that he received an email from Santander Bank Plc addressed to another of its customers.

Mr D further complains that Santander Bank Plc has failed to provide him with information in an accessible format.

What happened

Mr D received an email regarding an ongoing complaint he had with Santander; the email was addressed to another of its customers.

This caused Mr D distress at the thought that someone else might have access to his information.

Santander apologised for the error and confirmed to Mr D that it was confident his information had not been shared with anyone else.

Santander followed its internal process to report the data breach and provided feedback to the member of staff involved.

Santander apologised for the error and paid Mr D compensation of £150.

The investigator was pleased to see that Santander had taken the appropriate action in reporting the breach as soon as it became known to it. She agreed that the compensation paid to Mr D was fair under the circumstances.

Mr D has previously requested that any written communication that is sent to him in paper form be printed on blue paper and in large font.

When responding to Mr D's complaint about the data breach, Mr D says the response letter was not sent to him in large font.

Mr D has provided this service with a photograph of the letter, and our investigator agreed that it was not in large font.

Santander wrote to Mr D on another matter on 8 October 2025, again this was not sent in large font. Mr D complained to Santander about this.

The final response letter for this complaint was also not sent in large font so Mr D complained.

Santander responded to this complaint on 16 October 2025 and acknowledged that it had not understood his request or provided large font in its previous letters.

It paid Mr D £50 compensation for this error and apologised.

In relation to the blue paper, Santander has told Mr D this isn't an adjustment it offers and instead issued him with a blue overlay acetate. Mr D says this isn't suitable for his needs as the shiny surface of the acetate causes glare under lights.

Our investigator considered each of the issues raised by Mr D and felt the compensation paid was fair and reasonable and so didn't believe that Santander should be asked to take any further action.

Mr D didn't agree with the investigator's view and asked that the case be referred to an ombudsman.

My Provisional decision

I'm sorry to hear of the issues Mr D has experienced, and the distress this has caused him.

I've considered all available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I should clarify that the issues raised by Mr D in his complaint to us were raised over several weeks with Santander and were logged by it under different complaint references.

Both Mr D and Santander have confirmed that they are happy for me to consider all the points raised in this one decision.

Having considered everything, I've decided to uphold this complaint. I will explain why.

There has been much discussion around what this service can compel businesses to do.

I'll start by explaining that our service is unable to make a finding on whether something amounts to discrimination under the Equality Act 2010. That's because we're an informal alternative to the Courts. Only a Court of law can make a legal finding based on the definitions set out in the Act.

Our role is to decide what's fair and reasonable in all the circumstances. In order to decide that, however, we have to take a number of things into account including relevant law and what we consider to have been good industry practice at the time. So although it's for the Courts to say whether or not Santander has breached the Equality Act 2010, we're required to take the Equality Act 2010 into account, as it's relevant, amongst other things when deciding what is fair and reasonable in the circumstances of the complaint.

Data breach

Mr D has told us the breach of someone else's data has made him worry that his personal data isn't safe and that's been distressing to him.

Santander has an internal process in place to deal with data breaches, and the breach was reported when it became aware of it. Santander has acknowledged the error and offered reassurance that Mr D's personal information has not been shared with anyone else.

I'm satisfied with Santander's explanation that this was a bespoke email and so his information was not shared with anyone. It offered an apology and paid Mr D £150 as compensation. I think this is a fair amount to represent the distress he has clearly experienced. I won't be asking it to do anything more.

Font size

It's not disputed by Santander that it has failed to comply with Mr D's request for all paper correspondence to be sent in large font.

Santander provided a response to Mr D's complaint about correspondence he received that was not in his preferred format of large font. It upheld his complaint and paid him £50 by way of compensation. However, the final response letter issued on 18 November was again sent in small font.

I've considered the circumstances of this complaint and Mr D received several letters over a short period of time which were not produced in his preferred font size.

Santander has confirmed that Mr D's preferences have been recorded on its system since December 2021, and so I'm disappointed to hear it failed to comply with Mr D's request on several occasions.

I can understand that Mr D didn't feel listened to and believed his needs and adjustment requests were being dismissed. As such I don't think the level of compensation offered fairly reflects the impact of the errors it made. I think Santander should pay Mr D an additional £100 as compensation for this.

Mr D has told us that he doesn't require any adjustments when receiving correspondence electronically as he is able to use the zoom function on his phone. Santander has reassured me it is able to send all correspondence via email in future if this is something Mr D would like it to do. I think this is a reasonable solution. Mr D should contact Santander if he would like to put this instruction in place.

Paper colour

The Equality Act says businesses have a duty to make reasonable adjustments for customers with disabilities. Santander is only obligated to make adjustments that are reasonable, it's not required to only make the specific adjustments requested by its customer. So that's what I've considered when investigating this complaint.

Santander has taken a business decision to not use coloured paper in its correspondence with customers, instead it offers customers a coloured acetate to overlay on text.

I have considered whether providing correspondence on blue paper is operationally disproportionate for its printing systems, and I think it is. The Equality Act allows businesses to take into account things such as cost when making adjustments.

Mr D has previously been provided with a blue acetate, and Santander confirm that a new acetate was sent to Mr D on 19 November 2025.

Mr D tells me this is not suitable for him as the acetate reflects the light making it difficult for him to read and this causes him further anxiety.

I accept Mr D finds using the acetate challenging under lights. Santander has told me it isn't able to provide a dull or matte version of the acetate. I appreciate this may mean Mr D will have to use the acetate in natural daylight should he choose to use it.

Santander can provide Mr D with all correspondence electronically – albeit there may be

some correspondence that it is legally obliged to also send out to him in paper form. However, I'm satisfied that the everyday information he needs to allow him to operate his account and conduct his banking will be available electronically. Therefore, I don't think Mr D will be significantly disadvantaged.

I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mr D wants a decision that Santander Bank Plc has breached the Equality Act 2010, then he'd need to go to Court.

In summary these are the main points that persuade me that a change of outcome is appropriate:

- Santander has confirmed it was told by Mr D that he required any letters it sends him to be in large font since December 2021.
- Santander repeatedly failed to comply with this request, even sending a final response letter addressing his complaints about its failings in the wrong format.
- I think Mr D was inconvenienced more than he should have been when he complained about the correspondence format.

Responses to my provisional decision

Santander accepted my provisional decision.

Mr D didn't accept my provisional 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.

I've not been told anything by either party that would change my mind, so my final decision is the same as my provisional one.

My final decision

For the reasons given above, my final decision is that I uphold this complaint.

Santander Bank plc should pay Mr D a further £100 compensation for the failing in its service standards.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 5 May 2026.

Petina Edwards
Ombudsman