

The complaint

Mrs T is unhappy that Santander UK Plc failed to communicate with her in an accessible way after she told them about her disability and financial difficulties.

What happened

In November 2024, Mrs T contacted Santander to explain that her circumstances had changed. Mrs T explained that she was experiencing significant financial and personal difficulty because of her disability, including fibromyalgia, anxiety, and depression. Mrs T also explained that she didn't feel able to manage telephone conversations because they caused her distress, and she asked to communicate with Santander solely in writing instead. Mrs T no longer lived at her registered address, so she provided a temporary postal address to Santander and offered to begin making affordable monthly payments of £10 towards her outstanding credit-card balance.

Santander didn't respond to Mrs T's letter. Over the following months, Mrs T sent several further letters to Santander in which she reiterated that she couldn't use the phone and asked for an alternative way to communicate. Mrs T also explained that her temporary postal address would soon no longer be available, and for that reason she asked Santander to contact her by email only. Mrs T continued to ask for help with her financial situation and said she was willing to provide details of her income and expenditure. Despite this, Mrs T didn't receive any response from Santander to her further letters. During this time, Mrs T didn't make any payments to her credit card, which meant the account fell into arrears.

Mrs T says the lack of communication from Santander caused her considerable stress, especially as Santander continued to follow an account arrears process in the background. In May 2025, Mrs T she made a formal complaint to Santander, but she still wasn't offered a reasonable way to discuss her financial circumstances in a manner she could manage. In July 2025, Santander defaulted Mrs T's credit-card account for non-payment and transferred the account debt to a debt-collection agency ("DCA"). Mrs T says she then began receiving calls from the DCA, which she found very distressing because of her mental-health conditions.

Santander responded to Mrs T's complaint but didn't feel that they'd done anything wrong. They explained that they didn't consider email to be a secure way of discussing account information and said that they needed to speak to Mrs T by phone or see her face-to-face in a branch, to discuss her situation and set up a suitable repayment arrangement. Santander also said they weren't able to send letters to the temporary postal address Mrs T gave them, as it didn't meet their security requirements. Santander eventually signposted Mrs T to their online chat service in August 2025, but by then the account had already defaulted and been passed to the DCA. Mrs T wasn't satisfied with Santander's response, so she referred her complaint to this service.

One of our investigators looked at this complaint. They felt that Santander had treated Mrs T unfairly in how they had failed to communicate effectively with her, and they said that Santander should pay £100 to Mrs T by way of compensation for those failings. But our investigator didn't feel that the defaulting of Mrs T's account should fairly be rescinded,

because they felt that even had Mrs T made payments of £10 per month in line with what she'd said she could afford, that wouldn't have been enough payment to avoid the fair defaulting of the account. Upon consideration of our investigator's view, Mrs T remained dissatisfied, 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.

I issued a provisional decision on this complaint on 30 March 2026 as follows:

I note that in her submissions to this service, Mrs T has made several points of a legal or regulatory nature. I'd therefore like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. This means that I don't have either the remit or the authority to decide that Santander have or haven't met their regulatory obligations or acted in accordance with law, including the Equality Act 2010, which Mrs T has specifically referred to.

Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is ultimately focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, and after taking all the factors and circumstances of a complaint into consideration.

This means that if Mrs T notes that I haven't addressed a specific point in this letter that she's previously 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 Mrs T and Santander. Accordingly, I can confirm that I have considered that point, but that I don't feel that it's permissible or necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Turning to the merits of Mrs T's complaint, I think that Santander made some important mistakes in how they communicated with Mrs T after she first asked them for help, and I don't think they treated her as fairly as they should have done in light of the information she gave them about her circumstances.

Mrs T wrote to Santander in November 2024 to explain that she was experiencing significant financial difficulty because of her disability, and that she couldn't manage telephone conversations due to her mental-health conditions. She also said she couldn't receive post at her registered address, and she gave a temporary address instead. From that point onwards, and in several follow-up letters, she repeatedly explained that she needed a written alternative to telephone contact so that she could discuss her situation in a way she could manage. Despite this, Santander didn't reply to any of those letters at the time, and they continued to try to contact her using methods she had already said weren't suitable for her.

I accept that Santander had legitimate reasons for not communicating with Mrs T by email about her account, as they felt this wasn't secure. But Mrs T wasn't simply stating a preference – she was explaining that she couldn't use the phone because of her disability, and that she needed a different way to engage with them. In those circumstances, I think Santander needed to consider what alternatives they did have available. Santander have told us they offer a secure online chat service, and they also have a secure-messaging facility within online banking.

I feel that Santander could and reasonably should have sent an email to Mrs T, upon receipt

of her initial letters, directing her to their secure messaging service, which would have allowed Mrs T to communicate in writing at her own pace in a secure environment, and would have met the functional need that Mrs T had clearly explained. And I also feel that Santander should have explained that their live chat service offered similar functionality, and that Mrs T could have taken time to review and respond to messages. But Santander didn't do this. And instead, Mrs T was left without any practical way to communicate with Santander about her financial situation for several months.

Mrs T says this caused her significant distress and worry, at a time that was already clearly challenging for her, particularly as she was continuing to receive arrears correspondence and didn't know what was happening with her account. That distress was made worse when her account was defaulted in July 2025 and then passed to the DCA. By that time, Santander were fully aware that Mrs T was a vulnerable customer who struggled with telephone contact, but they still hadn't offered her a way to engage with them that she could reasonably use. And I'm satisfied that if Santander had responded to Mrs T's early letters in an accessible way, a great deal of that distress could have been avoided.

However, considering the outcome that occurred here – the defaulting of Mrs T's credit card account for non-payment – I feel that even if Santander had communicated with Mrs T appropriately from the outset, the outcome would most likely not have been different. Mrs T didn't make any payments towards the credit-card balance during the time in question, and given the outstanding balance present on the account, the £10 a month that Mrs T said she could afford wouldn't have prevented arrears from building up or reasonably avoided the default being registered in due course. For that reason, I don't feel that the outcome is unfair, and I don't think it would be reasonable to ask Santander to remove the default.

All of which means that my provisional decision here is that I uphold this complaint in Mrs T's favour, but only regarding the unfair service and communication that Mrs T has received from Santander. In consideration of the distress and inconvenience Mrs T has experienced which arose because Santander didn't provide her with an accessible way to communicate with them after she told them about her vulnerabilities, I think Santander should pay Mrs T £400 to compensate her for the avoidable and prolonged impact their failings caused her. This compensation amount is arrived at in consideration of the general framework this service uses when assessing compensation amounts, details of which are available on this service's website.

Finally, it's important to note that this £400 compensation instruction is separate from, and in no way related to, the £150 that Santander have already offered to Mrs T for how they handled her complaint. This is because the remit of this service doesn't cover complaint handling which means that it isn't something I can consider, comment or instruct upon in this letter, other than to confirm that Santander's £150 offer did not form part of my review and is something for Mrs T and Santander to resolve separately between themselves.

Santander responded to my provisional decision and confirmed that they were in acceptance of it. Mrs T also responded to my provisional decision and confirmed that she accepted elements of it but also raised several points of concern.

Notably, Mrs T has clarified that her complaint has never been about the default recorded on her credit-card account. I appreciate that clarification, and it is consistent with the way I considered the complaint. As I explained previously, I remain satisfied that the account would most likely have defaulted in any event, given Mrs T didn't make any payments during the period in question and the level of debt outstanding. For that reason, I don't think it would

be fair or reasonable to ask Santander to remove the default, and nothing Mrs T has said since changes that conclusion.

Where I do think Santander fell short is in how they responded after Mrs T first asked them for help. Mrs T contacted Santander in November 2024 and made them aware that she was vulnerable because of her disability and mental-health conditions. She explained that she couldn't manage telephone conversations and needed to communicate in writing. She also explained difficulties with receiving post at her registered address and provided a temporary address. Mrs T then wrote several further times, repeating that she needed a written alternative to the phone and asking for help in agreeing an affordable repayment plan.

Santander didn't respond to those initial letters. And when they eventually did engage, they asked Mrs T to speak with them via telephone or branch contact, which Mrs T had already explained she couldn't manage. I accept that Santander had legitimate reasons for not wanting to communicate by unsecure email about account matters. But Mrs T wasn't simply expressing a preference. She was explaining that, because of her disability, she needed a different way to engage.

In those circumstances, I think Santander ought reasonably to have considered what secure written alternatives they had available. Santander has told us they offer a secure-messaging facility within online banking and an online chat service. I'm satisfied that either of those options could have allowed Mrs T to communicate in writing, at her own pace, in a secure environment. If Santander had signposted those options when they first received Mrs T's letters, I think the communication barrier she experienced could have been avoided.

Because Santander didn't do that, Mrs T was left for many months without any practical way to engage with them about her financial situation. I'm satisfied that this caused her significant and avoidable distress at a time when she was already vulnerable.

Mrs T has explained that, in similar circumstances, another credit-card provider engaged with her promptly by email and she was able to agree an affordable repayment plan with them. I understand why that comparison is important to Mrs T, and it helps illustrate how frustrating her experience with Santander was for her.

However, my role here isn't to decide what Santander ought to do by reference to other banks' practices, or to require Santander to use unsecure email if they don't consider it appropriate. Ultimately, if Santander consider email to not be sufficiently secure for their own account security standards, then I'm satisfied that is a decision that Santander are fairly and reasonably entitled to make. Instead, my decision is based on whether Santander acted fairly in their own handling of Mrs T's situation. And as I've explained, I think they acted unfairly because they didn't respond to Mrs T's correspondence and failed to offer any suitable secure written alternative for a prolonged period – not because they declined to use email specifically.

Mrs T has also raised concerns that, now the account has been passed to a DCA, she still doesn't feel she has an accessible way to communicate, and that the impact of Santander's failures is ongoing.

I can appreciate Mrs T's concern. However, the compensation I've awarded is intended to recognise the distress and inconvenience caused by Santander's past failings in how they communicated with Mrs T after she first disclosed her vulnerability. And it isn't intended to direct how the account must be managed going forward, which falls outside the scope of this complaint.

That said, I think it's reasonable to clarify that while Santander (and any agent acting on their behalf) isn't required to communicate by unsecure email, it is reasonable for Mrs T to expect some form of secure, written, non-verbal communication that allows her to engage at her own pace, such as secure messaging, an online portal, or a text-based chat service.

If the DCA Santander has instructed isn't able to offer any suitable written means of communication, then it would be reasonable for Mrs T to raise that with Santander directly. But I feel that, if Mrs T hasn't already done so, she should reasonably address this point with the DCA directly first, potentially with reference to this decision letter.

In summary, I don't feel that Santander's failures changed the eventual outcome for Mrs T's account. But I'm satisfied they did cause her significant and prolonged distress and inconvenience, particularly given her vulnerability and the length of time she was left without any workable way to engage.

Taking all of that into account, I remain satisfied that £400 is a fair and proportionate amount of compensation for the distress and inconvenience caused by Santander's failure to communicate with Mrs T in an accessible way.

Finally, Santander has separately offered Mrs T £150 in relation to how they handled her complaint. The remit of this service doesn't extend to awarding or directing compensation for complaint handling, so that offer hasn't formed part of my decision and is a matter for Mrs T and Santander to resolve between themselves. The £400 I'm directing Santander to pay is separate from, and in addition to, that offer.

My final decision is therefore that I uphold this complaint on the basis described in my provisional decision letter. I hope that Mrs T will understand, given what I've explained and the impartial role of this service, why I've made the final decision that I have.

Putting things right

My final decision is that I uphold this complaint against Santander UK Plc on the basis explained above.

My final decision

Your text here

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 6 May 2026.

Paul Cooper
Ombudsman