

The complaint

Mr P complains that Santander UK Plc (“Santander”) failed to provide efficient facilities needed for him to communicate with it and to accommodate his disability. He is unhappy with the time it took Santander to address his concerns.

What happened

Mr P suffers from a disability which makes it difficult to talk. On 22 March 2023 Mr P used Santander’s webchat to dispute a £100 transaction to a third party merchant. Mr P terminated the chat as he was unhappy with the time it was taking to get a response.

On 28 March Mr P again used chat to get in touch with Santander to check the progress of his claim. He was told that this could be checked through the app or call the disputes team and Mr P informed the advisor his phone was broken and he had a disability that made it difficult to talk.

The adviser then checked what was happening and explained to Mr P that Santander was waiting for him to sign and send back the disclaimer. Mr P said that he had already ticked a box online confirming everything was accurate and the advisor concluded that the dispute was still in progress and that it would be in touch.

Mr P was unhappy with this as he still didn’t know what was happening with his dispute and raised a complaint regarding the service he’d received from Santander. The advisor confirmed that this would be passed to a specialist complaints team and could take three to five working days for a response and advised that a reply could be seen via the app or chat window and not to end the conversation on the chat.

The following day Mr P raised a further complaint through chat regarding the disputed transaction and about the way his disability has been handled. Santander confirmed it would be in touch using the chat facility as this was the ideal means of communicating with Mr P.

The next day Mr P started a new chat and the advisor asked if he could close the previous chat down so they could provide a resolution to his complaint. The adviser explained they needed more information regarding Mr P trying to resolve the issue with the third party merchant himself. Mr P explained that the merchant’s waiting times were too long and communicating with it was difficult and upsetting for him in his circumstances.

So as a gesture of goodwill and to resolve the complaint Santander’s advisor offered £100 compensation – the same amount as the disputed transaction – which Mr P accepted stating that that would be “amazing”.

On reflection Mr P was dissatisfied with this and decided to bring his complaint to this service.

One of our adjudicators looked into Mr P's concerns and reached the conclusion that although Mr P wished for Santander to respond faster, they didn't think this was evidence of Mr P being treated unfairly due to his disability. Furthermore, they thought that the £100 compensation paid was a fair resolution to the matter.

Mr P disagreed, he doesn't believe Santander has made any changes in its allowances for disabled customers to contact it and wants an increase in compensation. Mr P 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.

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

Mr P believes that Santander has failed to deliver the necessary facilities for him to communicate with it with his disability in a timely manner. But I don't think the wait time Mr P has experienced is anything to do with Mr P's disability – rather it's to do with volume of queries Santander receives via the online chat. And I think it is likely that there is a high volume of use of the online chat as it is easily available to all.

I've also seen nothing to show me that things would've been any faster by phone or otherwise or that Mr P has been disadvantaged by using the webchat. So I don't think Santander has treated Mr P unfairly or been unreasonable in the provision of facilities it offers to people with disabilities such as Mr P.

And although Mr P is unhappy at the time it took to receive a response to his claim and the service he received, by his own admission the waiting times of the third party merchant – who's transaction was the reason for contacting Santander - were incredibly long with around 200 in the queue.

To resolve the complaint and to assist Mr P, Santander compensated Mr P £100 – the amount of the transaction he was disputing. This meant Mr P was no longer out of pocket and he was saved time by not having to provide more information regarding his claim or directly contact the merchant in question. I think this is not only a fair and reasonable way to settle Mr P's complaint, but also practical.

Mr P would like more compensation. But things don't always go smoothly. And not every mistake warrants compensation. And here, were I to find Santander's response time was too long, I wouldn't make an award as I don't consider the detriment Mr P alleges sufficient to justify one.

So overall and having considered everything, I think what Santander has already done to settle Mr P's complaint is fair and reasonable in the circumstances.

My final decision

For the reasons I've explained I've decided not to uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 17 November 2023.

Caroline Davies
Ombudsman