

The complaint

Mr Z complains that Santander UK Plc discriminated against him and failed to make reasonable adjustments for his disability in respect of an issue he had about earning interest on his account.

What happened

Mr Z complained to Santander, and ultimately to the Financial Ombudsman Service, about the fact that he had stopped earning interest on his account because he no longer had two active direct debits on the account. This was in breach of the terms and conditions of the account. The complaint was dealt with, and an Ombudsman's decision was issued. Mr Z accepted the decision and Santander paid him a sum of compensation.

In the course of dealing with that complaint Mr Z alleged that he had told Santander of difficulties he was having with his sight which made it difficult for him to read his statements online. He expected Santander to monitor his account and advise him when one of his direct debits was cancelled, so he could transfer another direct debit to the account.

On review by our Investigator, she considered Mr Z's complaint that Santander discriminated against him given the problems he experienced. She didn't think that it had, nor that it had acted unfairly or unreasonably.

Mr Z didn't agree, and the matter has been passed to me for further consideration.

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 must emphasise first of all that in this decision I am looking solely at the issue Mr Z has raised, about Santander failing to make reasonable adjustments in respect of his disability namely his difficulties with his sight. I can't revisit the issues over the direct debits except where Mr Z alleges that Santander should have managed his account after he told it of his difficulties so as to warn him that he would not be earning interest on the account.

Mr Z has complained that Santander has failed to make reasonable adjustments for him, to account for his disability, in this case, his sight difficulties. This is a matter covered by the Equality Act 2010, and only a Court could make a decision that a business has breached that Act. I've taken that Act into account when deciding this complaint, as it is relevant law, but I've ultimately decided this complaint based on what's fair and reasonable. If Mr Z is particularly seeking a decision that Santander has breached the Equality Act 2010, then he would need to go to Court.

In considering whether Santander acted fairly, I must look first of all at what Santander was actually told by Mr Z about his sight difficulties. His representative stated:

"When Mr Z's problems were increasing he informed Santander that he could no longer

manage his account online. Santander offered the option of telephone banking. This enabled Mr Z to check that the amounts in the account met the requirements of the 1,2,3 account.

Mr Z considers that the Bank could have alerted him by telephone that there had been issues with his Direct Debits so that he could have taken steps to resolve the issue. Santander were made aware of his sight problems, and indeed had enabled telephone contact to take place to manage aspects of the account."

It also said:

"Further he considers that the issue has been implicit throughout as he had reported his sight difficulties, before he had the actual diagnosis, when he arranged the telephone contact."

However Santander said:

"Having reviewed the available calls from the time as well as historic complaints made by yourself there is no evidence to suggest you have raised issues regarding your sight to Santander prior to your decision to terminate your relationship with us."

I accept that Mr Z has had problems with his sight, indeed he has told our Investigator about the treatment he is getting. From his calls to us it appears that this was a problem which he only became, understandably, gradually aware of. So, although I accept that he may have asked to arrange telephone banking, I'm not persuaded that it was likely that any separate issue about his sight was raised with Santander.

Even if Santander had been made aware of Mr Z's sight problems, I don't think it would have been reasonable to expect it to monitor his account for issues like a direct debit being cancelled. It will have procedures in place to be alert to fraud, but, with the number of accounts it has, it would simply not be possible to monitor each customer's account, in the way that Mr Z expected. He would have been aware about what was needed to keep his account earning interest and he did have telephone banking set up.

So while I understand that Mr Z expected Santander to take action to monitor his account I don't think it would have been reasonable to expect it to do so. And while I can't make a specific finding about whether or not Santander complied with the Equality Act, I do think it acted fairly and reasonably on the specific issue this decision is concerned with.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 10 October 2023.

Ray Lawley
Ombudsman