

## **The complaint**

Mr C complains about the service he received from Santander UK Plc when he phoned it on three occasions.

## **What happened**

Mr C phoned Santander on three separate days in early March 2023. On each occasion he wanted information about direct debits that were set up on his Santander current account. Mr C was unhappy about how each of the calls were handled by the Santander advisers, and so complained to Santander.

Santander didn't uphold Mr C's complaint. The complaint handler said they listened to the three calls made by Mr C and said while they appreciate the problems this situation caused, they didn't agree it was because of a mistake on Santander's part. Santander said its advisers tried to assist Mr C with his queries, but it thought Mr C did not treat its staff with courtesy and his language and behaviour was inappropriate.

Mr C remained unhappy and so brought his complaint to this Service. He said one of the advisers he spoke to was a complete disaster and didn't transfer his call when he requested she do that. Mr C said Santander caused him a lot of distress over a period of time, as well as causing a considerable waste of time. He asked for Santander to pay £100 compensation for the trouble and upset caused.

Our Investigator looked into Mr C's complaint but didn't uphold it. He said Santander said it wouldn't have any information about the payment of direct debits until they are taken from Mr C's account. Our Investigator said it would have been the supplier of the goods or services that the direct debits are paying for that would've had the information Mr C wanted.

Mr C didn't agree with what our Investigator said so this came to me for a decision.

I contacted Santander and requested the relevant call recordings, which it provided.

I issued a provisional decision on 11 November 2023. I said that I intended to come to the same conclusion as our investigator, but I had relied on new information. I gave both parties the opportunity to respond.

Santander responded and said it accepted my provisional decision.

Mr C also responded and said that one of the direct debits was payable to his Santander credit card, and as Santander were the provider of the goods and services, then the adviser should have been able to provide details of that direct debit. Mr C also said he would have expected the adviser to make an educated guess regarding the direct debit due to a different provider. Mr C said he feels strongly that the advisers failed to provide him with basic information requested and caused a considerable level of emotional distress and wasted his valuable time.

I am now in a position to issue 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 think it might help here if I clarify that, broadly speaking, direct debits are agreed between a consumer and the third-party business being paid to provide them with a product or service. The third-party business then contacts the consumer's bank to collect varying amounts of money, often monthly, from the consumer's account. What this means is that it's unlikely an adviser from the bank will know the amount to be collected, or indeed the date it will be collected, until the third-party business contacts it with a request for collection and the payment is made.

I've mentioned this here because I can see that Mr C rang Santander to get information about his direct debits. But the advisers didn't have all of the information Mr C wanted and, for the reasons outlined above, I wouldn't necessarily expect them to.

I've listened to the three calls made by Mr C to the Santander advisers. I can hear that he wanted specific information about direct debits that he expected to come out of his current account soon. Mr C told this Service the advisers were unhelpful and didn't give him the information he needed.

Looking at how the advisers behaved towards Mr C, I can hear from the calls that Mr C became agitated with each of the advisers, raised his voice, talked over them and, with two of the advisers, questioned their ability to speak English. In spite of this, I can hear that the advisers continued to behave professionally and tried to help Mr C with his queries.

Mr C was unhappy that he had asked one of the advisers to transfer his call, but she didn't. I think it was reasonable for the adviser not to transfer the call at that point. Mr C wanted to speak to someone else as he thought the adviser didn't know what she was doing. But I think it was clear she was trying to deal with his query, and it was reasonable for her to carry on doing this – during the time she put Mr C on hold, she spoke to several colleagues and tried to get an answer to Mr C's query.

This same adviser then made the decision to end the call with Mr C after he made several requests to be put through to someone who spoke English. I think it's fair to say the call had become unproductive, due to Mr C's behaviour towards the adviser, so I'm satisfied it was reasonable for the adviser to end the call.

I realise this meant Mr C didn't get the information he wanted, and I've no doubt this was inconvenient for him. In particular because, on one of the occasions he rang, he wanted to make sure he had enough money in his account to cover a payment that Santander had told him by text would be taken out of his account that day. But Mr C didn't let the Santander adviser finish trying to deal with his query on that occasion and Mr C ended the call. So I don't think Santander made any errors here, as the adviser wasn't given the opportunity to finish helping Mr C with his query.

Although Mr C also complained about an earlier call to Santander, I can hear from the call that the adviser was able to provide him with the information he requested about his Santander credit card direct debit, as she was able to access his credit card statements. When he responded to my provisional decision, Mr C said he hadn't been provided with this information, but I don't agree that's the case. The adviser initially couldn't find the information when looking at Mr C's bank account information, but she then accessed his Santander credit card statement and provided Mr C with the answer he wanted.

Overall, I think the advisers tried to help Mr C. But it was the case that two of them simply weren't able to provide him with what he wanted, and Mr C also ended one of those calls while the adviser was still trying to help him. When he responded to my provisional decision Mr C said he thought the advisers should have made an educated guess, based on a previous bank statement, about when the direct debits were likely to have been taken out. But the issue here is that two of the calls were abruptly ended – one by Mr C and one, justifiably, by an adviser – so there was no opportunity for the advisers to finish looking into Mr C's requests.

While I don't doubt Mr C was inconvenienced, I could only award compensation if I thought Santander made an error and was responsible for what he experienced, but I'm satisfied that's not the case and I'm not asking it to do any more here.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 26 December 2023.

Martina Ryan  
**Ombudsman**