

The complaint

Mr W complains that Santander UK Plc repeatedly sent him letters and other communications in small print despite having assured him that he had a marker on his accounts for all communications to be sent in large print.

What happened

In August 2022 Mr W had cause to complain to Santander as he had received letters in small print size when he had specifically requested, and it was marked on his account, that he should receive letters in large print. He also complained about waiting times in the bank. Santander apologised and agreed to pay him £150 compensation.

However Mr W continued to receive letters in small print. Santander paid him a further £50 and assured him his accounts had been marked and updated. But he continued to receive letters in small print. Santander paid him a further £400 on 10 March 2023 after Mr W received communications in small print following the setting up of an ISA, and a further £75 on 29 March after he received two further letters in small print. He was also paid £100 (in March 2023) following a communication breakdown in dealing with his complaint.

On referral to the Financial Ombudsman Service, our Investigator recognised that Santander had apologised for its errors and paid Mr W compensation. He noted also that Santander had placed a marker on its system to ensure that its staff were all aware of Mr W's need to have large print documents.

Mr W did not feel that was sufficient as Santander had previously told him that it had placed a marker on his accounts but had failed to ensure that was done effectively. He felt he needed a cast iron guarantee that there would be no future errors. He also thought that a meeting should be set up between Santander and the RNIB (Royal National Institute for the Blind) and that Santander's breaches of the law should be reported to the Financial Conduct Authority (FCA). He also said that in respect of the last payment of compensation this should be £75 per letter so Santander should pay a further £75.

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.

It's not my role to say whether a business has acted unlawfully or not – that's a matter for the Courts. My role is to decide what's fair and reasonable in all the circumstances. In order to decide that, however, I have to take a number of things into account including relevant law and what I 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, I'm required to take the Equality Act 2010 into account, if it's relevant, amongst other things when deciding what is fair and reasonable in the circumstances of the complaint.

Under the Equality Act a business must make reasonable adjustments for someone with a disability, in Mr W's case, sight impairment. He required documents and other communications to be sent in large print. I think that was a reasonable request to make and something Santander could easily have made adjustments to carry out.

Santander has admitted errors, and that it did not comply with Mr W's request on a number of occasions. This was even after it was drawn to its attention and had assured Mr W that markers had been placed on his account. It appears that just happened through human error. For instance when he set up an ISA, the bank adviser did not use the correct procedure in getting the information sent out to him in the right format.

In respect of all the errors, I think it was appropriate for Santander to pay compensation, and when the error was repeated a number of times, for it to pay increased compensation. Having said that I have noted that, in respect of failing to send documents out in large print, Santander has paid Mr W total compensation of £675. We think it fair to make that sort of award where the impact of a business's mistake has caused considerable distress, upset and worry – and/or significant inconvenience and disruption that needs a lot of extra effort to sort out. In Mr W's case the period over which things occurred this was about seven months. I think it was fair and reasonable for Santander to award Mr W £675. I should add that in such cases we don't use a tariff or make awards per failure, such as in respect of each incorrectly formatted letter.

With regard to Mr W's wider concerns, we operate as an alternative dispute resolution service. Our function is to resolve complaints informally and I can't make directions requiring Santander to liaise with any other body. And, as I have set above, it is not for me to say whether Santander acted unlawfully or not. And it is a matter for Mr W if he wants to contact the FCA.

Finally I can't ask Santander to give a cast iron guarantee that this sort of error will not happen in the future. I don't think any member of its staff is in a position to do that. We would expect it to make reasonable adjustments to its systems and I would hope that as it has had to pay Mr W a large amount of compensation to date, it will ensure that he continues to receive documents in the manner requested.

My final decision

As I think Santander UK Plc has paid a reasonable amount of compensation I won't require it to pay anything more in respect of the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 14 November 2023.

Ray Lawley
Ombudsman