

## The complaint

Miss P is unhappy with the service she received from Santander UK Plc surrounding her request to set up an overdraft repayment plan and to add her mother as an authorised third-party onto her account.

Miss P is represented here by her mother, whom I'll refer to as 'Ms H'. Ms H has explained that while Miss P hasn't had a formal diagnosis (because of the time it takes) Miss P shows clear signs of having autism and ADHD. I also acknowledge that Miss P suffered head trauma and as a result experienced global development delay throughout her childhood. However, for ease of reference, I will refer to Miss P as having disabilities throughout this letter, and I note that Ms H uses such language when discussing Miss P.

## What happened

To briefly summarise: In September 2023, Miss P and Ms H contacted Santander because they wanted to arrange a repayment plan to reduce Miss P's overdraft balance while simultaneously reducing Miss P's arranged overdraft limit. Miss P also wanted to add Ms H to her Santander profile as an authorised third-party, so that Ms H had full access to her accounts and the ability to make changes to the accounts on Miss P's behalf.

Over a series of telephone calls which took place over several weeks and alongside Santander considering complaints that Miss P raised about her dissatisfaction, Miss P and Ms H became frustrated that Santander wouldn't allow Ms H a level of authority on Miss P's account that would have enabled her to have arranged the reduction of the overdraft limit without Miss P needing to be present as they would have liked.

Miss P and Ms H were also unhappy that Santander wouldn't make reasonable adjustments to how they administered Miss P's account in consideration of Miss P's disabilities, including regarding arranging a plan to allow Miss P to pay off her overdraft balance in affordable instalments while simultaneously gradually reducing Miss P's agreed overdraft limit.

Santander responded to Miss P's complaints and explained that they didn't feel that they'd acted unfairly towards her in how they'd tried to assist her regarding her request to arrange an overdraft reduction payment plan. But Santander did accept that there had been some miscommunication with Miss P and Ms H surrounding the request for Ms H to be granted authority on Miss P's accounts. And Santander apologised to Miss P for this and paid £75 to her account as compensation for any trouble and upset she may have incurred as a result.

Miss P and Ms H weren't satisfied with Santander's responses, so they referred Miss P's complaint to this service. One of our investigators looked at this complaint. They felt that Santander hadn't fully grasped how Miss P had been impacted by the poor service she'd received from them, and they recommended that Santander should pay a further £125 compensation to Miss P as a result. Miss P and Ms H 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 24 June 2024 as follows:

*I think it's important for me to begin here by confirming the remit of this service and what I can and can't take into consideration here.*

*For instance, Ms H has said that she feels that Santander have discriminated against Miss P by not making reasonable adjustments for her disabilities, and as such are in breach of the Equalities Act 2010. But this service isn't a Court of Law, and so I don't have the authority to decide whether Santander have acted in breach of the Equalities Act 2010 or not.*

*Instead, my remit is based on whether I feel Santander have or haven't acted fairly in how they've dealt with Miss P. And while I have taken the Equalities Act 2010 into consideration when considering the fairness of Santander's actions, given that it is the relevant law, my decision is based on whether I feel Santander have acted fairly, and not on whether I feel that Santander have acted lawfully. If Miss P and Ms H would like a decision as to whether Santander are in breach of the Equalities Act 2010, they would need to obtain one from a Court of Law.*

*Ms H has also asked this service to consider what's happened here not only from the perspective of Miss P, but also regarding how Santander treat customers with disabilities in general. But I'm unable to consider this wider context as Ms H would like. This is because this service isn't a regulatory body but instead has a remit which is focussed solely on the complaint under consideration. And this means that I can only consider how Santander have treated Miss P and can't consider any wider context beyond this.*

*Additionally, Ms H has asked this service to consider Miss P's complaint in conjunction with an earlier complaint that Miss P made to Santander about similar issues in 2022. However, Santander provided their formal response to Miss P's earlier complaint on 21 June 2022, and that complaint response gave Miss P six months from the date of that letter to refer that complaint to this service if she wanted to do so. But Miss P didn't refer that earlier complaint to this service within the six-month referral period she was given, and so I'm unable to consider that older complaint as part of this review.*

*I also note that Ms H has provided several detailed submissions to this service regarding Miss P's complaint. I'd like to thank Ms H for these submissions, and I hope that Miss P and herself doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.*

*This means that if Miss P and Ms H note that I haven't addressed a specific point that they've 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 Miss P and Ms H and Santander, including listening to recordings of several phone calls. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.*

*It's my understanding that there are two primary aspects to this complaint. The first aspect being Santander's refusal to grant Ms H authority on Miss P's accounts that would allow her to arrange an overdraft balance and overdraft limit reduction plan without Miss P having to be present. And the second aspect being Santander's refusal to make reasonable*

*adjustments to enable Miss P to set up an overdraft balance and overdraft limit plan in line with her needs.*

*As alluded to above, I've listened to recordings of several calls between Miss P and Ms H and Santander. During these calls, Ms H speaks primarily on Miss P's behalf, being authorised to do so at the beginning of each call by Miss P.*

*As an impartial party, it's clear from listening to these calls that the welfare of Miss P is an emotive issue for Ms H. But unfortunately, an unintended consequence of Ms H's strength of feeling is that she sometimes doesn't accept relevant and appropriate information that Santander's agents are trying to provide to her.*

*For instance, on one of the calls I've listened to, Santander's agent tries the limitations of Santander's authorised third party access to Ms H on two separate occasions. This explanation would have included that the third-party access Miss P and Ms H were trying to arrange for Ms H wouldn't have enabled Ms H to make any changes on Miss P's accounts, including reducing Miss P's overdraft limit – which was one of the functions Ms H was hoping third party access would enable her to do.*

*However, on each occasion, Ms H interrupted Santander's agent very quickly, because she incorrectly believed that Santander's third-party access would be the same as third party access granted by another bank for whom she'd previously worked. This unfortunately meant that Santander's agents weren't able to provide Miss P and Ms H with important information about the suitability of Santander's third-party access, which in turn meant that Miss P and Ms H continued to ask Santander to arrange third-party access for them without being aware of the information that Santander's agent tried to provide which would have demonstrated the unsuitability of the third party access for Miss P's and Ms H's objective.*

*Miss P and Ms H might argue that Santander's third-party access should have given Ms H the authority to make changes on Miss P's accounts. But it's for Santander to decide what level of authority third-party access conveys.*

*Santander have explained that authorised third-party access is designed to allow a third-party to assist an account holder who has the mental faculty to make their own decisions access their bank accounts when the account holder is unable to. But it doesn't allow the third-party to make any changes to the account, such as reduce the overdraft limit, because it remains the sole prerogative of the account holder to make those decisions.*

*This seems reasonable to me. And given that Miss P's mental faculty to make her own financial decisions doesn't appear to be in question here, I don't feel that it was unfair for Santander to require Miss P to confirm the authorisation of the reduction of her overdraft limit herself. And I say this in consideration of Miss P's disabilities, which I acknowledge mean that such a requirement was difficult for her, but which I don't feel reasonably outweigh what I feel is Santander's reasonable need for them to be assured that Miss P is making her own decisions on her accounts.*

*Regarding the second aspect of Miss P's complaint, it must be acknowledged at the outset here that Miss P's account balance remained within her agreed overdraft limit. As such, it wasn't the case that Miss P was incurring adverse credit file reporting relating to this account, as would have been the case if the balance of her account was more than her agreed overdraft limit. As such, when Miss P and Ms H approached Santander with their request to set up an overdraft balance and overdraft limit reduction plan, I feel that Santander should have ensured that any arrangement that was put in place didn't lead to Miss P incurring any adverse credit file reporting.*

*It's also clear that the fact that Miss P's account balance remained within the agreed overdraft limit was problematic for Santander, as their policies only allowed for the kind of structured support that Miss P was seeking to be provided to customers in adverse financial positions. And I note several suggestions that Santander made to Ms H which would have led to Miss P incurring adverse credit file reporting. These included removing the overdraft facility and defaulting the account and then allowing Miss P to pay of the defaulted balance in instalments that were affordable for her.*

*As explained above, I find these proposed solutions which would have resulted in Miss P incurring adverse credit file reporting to be clearly unfair. And given the explanation that Ms H provided to Santander about Miss P's disabilities and her need for a structured repayment plan because of her disabilities, I feel that it was incumbent for Santander to have made an exception to their policies and to have provided the reasonable adjustments to those policies that Miss P and Ms H were asking for.*

*The clearest example of when Santander missed the opportunity to do this was when Santander explained that any payment plan designed to clear an overdraft balance was limited by their policies to a 15-month duration. But because of the outstanding balance on Miss P's account, a 15-month plan would have meant that Miss P would have needed to have paid well over £100 per month, while her completed income and expenditure assessment showed that she only had income available to her to make a payment of £50 per month.*

*Ultimately, I feel that Santander should have made a reasonable adjustment to their policies here and set up a payment plan for Miss P whereby she was expected to pay £50 per month until the overdraft balance was cleared, and where her overdraft limit would reduce by £50 automatically, shortly after each monthly payment was due to be paid. And because Santander didn't do this, I'll be provisionally upholding this complaint in Miss P's favour.*

*It's my understanding that Miss P's family has cleared her overdraft balance in full for her, and because of this there is no corrective action that I can reasonably instruct Santander to take here – which I can confirm would have been to set up a £50 per month repayment plan as per Miss P's reasonable request, had there still been a balance outstanding.*

*But it's clear that Miss P has been unfairly troubled and distressed by Santander's failure to make reasonable adjustments to their policies for her. And because of this I'll be provisionally instructing Santander to pay a further £425 compensation to her, in addition to the £75 that they've already paid.*

*Matters of compensation can be an emotive subjective, and there are several important points that I need to take into consideration here. The first of these is that I'm unable to consider any upset and frustration that Ms H may have incurred here.*

*This is because this service can only consider awarding compensation to the eligible complainant, which in this instance is Miss P. And while Ms H has acted on Miss P's behalf, she herself isn't the eligible complaint, but rather is a representative of the eligible complainant. And this service can't award compensation to a representative of an eligible complainant, but only to the eligible complainant themselves.*

*I've also had to balance what I accept would have been the significant impact of what happened here on Miss P, in consideration of her disabilities, alongside the fact that by handling matters for Miss P, Ms H has to some effect shielded Miss P for some of the distress that she would otherwise incurred here, had she engaged with Santander directly herself.*

*Finally, I've also considered the general framework this service uses when assessing compensation amounts, details of which are available on this services website. And, taking all these factors into consideration, I feel that instructing Santander to pay a further £425 to Miss P as compensation for the trouble and upset that she herself has incurred does represent a fair resolution to this complaint.*

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Miss P and Ms H responded to my provisional decision and confirmed that Miss P was happy to accept it. Santander also responded to my provisional decision and didn't raise any objections to the outcome described within it.

As such, I see no reason not to issue a final decision here whereby I uphold this complaint in Miss P's favour on the basis described above. And I therefore confirm that my final decision is that I do uphold this complaint on that basis accordingly.

### **Putting things right**

Santander must pay a further £425 to Miss P.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 29 July 2024.

Paul Cooper  
**Ombudsman**