

## **The complaint**

Ms J complains Santander UK Plc changed her student account to an Edge Graduate current account when it shouldn't have.

## **What happened**

Ms J complains Santander shouldn't have transitioned her student account to a graduate account in July 2023 as she didn't graduate until October 2023. She said Santander refused to accept a letter showing her student status. She further complains she was treated poorly when she sought clarification about the refund after it was paid in November 2024, stating the advisers were dismissive and rude. She also complains Santander told her the complaint was resolved, but it had not consulted with her about this resolution, she states the complaint was closed without a proper investigation.

Ms J claims the change to a graduate account meant she lost access to benefits of her student account and access to a £1,000 free overdraft.

She also claims the notifications Santander sent her regarding the now unarranged overdraft were distressing and caused financial difficulties, particularly as she is a neurodivergent customer. She complains Santander has not provided reasonable adjustments for her despite her disclosing her neurodivergent status.

Santander explained Ms J opened a student account in July 2016 as she had enrolled in a three-year university course. Santander explained Ms J sadly paused her studies due to ill health, restarting them in October 2020, with an end date of June 2023. Ms J's account therefore changed to a graduate account in July 2023, but Ms J contacted Santander in August and told it she had still not graduated at this time and would graduate in December 2023. Santander asked Ms J to provide proof of this at that time.

Santander said it did not receive the graduation certificate until November 2024. It said it carried out the amendments to the account and refunded Ms J the interest she had paid on her overdraft for the period in question.

Santander didn't provide the refund until November 2024, it apologised for this delay and offered £100 compensation for the distress and inconvenience.

Our investigator didn't think Santander had made an error. They therefore thought Santander's offer of £100 was fair for the distress and inconvenience caused.

Ms J responded disagreeing with the recommendation. She said she had submitted a council tax exemption certificate at the time, and even submitted these to branches several times. She didn't think the £100 was adequate for the distress Santander had caused her.

As Ms J has rejected our investigator's recommendation, her complaint has been passed to me to make 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 appreciate how strongly Ms J feels about her complaint. Although I may not mention every point raised, I have considered everything but limited my findings to the areas which impact the outcome of the case. No discourtesy is intended by this, it just reflects the informal nature of our service.

Where evidence is incomplete, inconclusive or contradictory, I have to make decisions on the balance of probabilities – that is, what I consider is more likely than not to have happened in light of the available evidence and the wider surrounding circumstances.

Our role isn't to punish or regulate businesses, instead where we find a business has done something wrong, we aim as far as possible to put the consumer back in the position they would have been in had the error not occurred. So, we focus on the impact the error had on consumers.

The issues I need to make decisions on are whether Ms J was treated unfairly or unreasonably by Santander, and if so, whether I think compensation for any distress or inconvenience ought to be paid. And secondly, if she has incurred any financial loss because of Santander's action and if this is outstanding.

It is not disputed that Ms J had contact with Santander in August 2023. The notes on Ms J's records state; *'customer provide proof that she has just completed her course and that her graduation will be in December[sic]'*. This evidence also suggests Santander then asked Ms J to provide a copy of her graduation certificate. A note on 22 August states *'Graduation certificate requested'*. The next entry is following a further phone call with Ms J. It suggests Santander accepted Ms J was in the second year of her studies. Santander has not provided any evidence of further contact with Ms J until she recently raised her complaint with it.

Furthermore, the only evidence submitted of Ms J's student status I have seen is a letter from Ms J's university. This shows Ms J started her course in October 2020 and its *'end date'* was 30 June 2023. It is dated 31 May 2023 and says Ms J has been a full time student during this period. It does not make any mention of graduation dates.

I am therefore satisfied it wasn't unreasonable or unfair of Santander to think, in principle, Ms J would no longer be a student after this date. I have considered Santander's terms and conditions for its student account when decided this, which says customers must *'show us proof'* they are students. This letter was dated only a month before Ms J was due to finish her studies and was on letter headed paper from her university. I can see why Santander would have reasonably accepted this as *'proof'* of graduation and changed her account to a graduate account in July. Again, this would appear to be in line with the terms and conditions for its graduate account.

The dispute between the parties seems to me to be whether Ms J provided evidence of her student status and her graduation certificate. Having considered this carefully, on balance, I think it is less likely Ms J provided such evidence.

I appreciate Ms J has suggested she also submitted council tax documents several times through various means, and visited multiple branches, she did not mention this during her complaint to our service and has not offered further proof of this. In any event, having scrutinised the account details Santander provided us, I am satisfied Ms J is financially back in the position she would have been in had the account been maintained as a student account as she wished. I am satisfied no financial loss remains for the interest.

I do think there is some evidence Ms J received poor customer service regarding the refund of the fees when she contacted Santander. I am satisfied the £100 compensation for distress and inconvenience would cover this matter also and is in line with what our service would expect when service is poor.

I understand Ms J has explained how severely this affected her, and I was sorry to hear about this, but fundamentally I don't think Santander did anything wrong. The evidence I

have seen suggests it was clear what it needed to change the account and had evidence, provided by Ms J, to support the decision it took to change her account to a graduate account when it did.

For these reasons, I don't think Santander needs to do anymore. I am satisfied the offer of £100 compensation in the circumstances is fair and reasonable.

I note Ms J has recently raised further points to our service including '*irresponsible lending*'. These issues are not something I can see she has raise with Santander before, as Santander has not had the opportunity to consider and respond to this point, I cannot consider these matters in my final decision here.

I appreciate Ms J will be disappointed with my decision, but I must consider what is more likely based on the evidence presented by both parties. Having done so, I am not persuaded Santander has acted unfairly or unreasonably here. I trust I have explained my rationale in sufficient detail.

### **My final decision**

For the reasons I have given, I require Santander UK Plc to pay Ms J £100 for the distress and inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 19 March 2025.

Gareth Jones  
**Ombudsman**