

The complaint

Ms R complains about the poor service received by Santander UK Plc (“Santander”) when she wished to open an account for her daughter. In particular, she says Santander failed to take into account her needs and to make it clear to her that it wasn’t possible to close a junior ISA or withdraw funds from it until the child reaches 18 years old.

What happened

Ms R wished to invest on behalf of her daughter £30,000 received from her late father’s pension fund for her further educational needs and so made an appointment with Santander to do this.

English is not Ms R’s first language and she says although her English isn’t good, she works in retail and her English speaking ability hasn’t hindered her when dealing with management or staff.

Ms R says on the day of the appointment with Santander her friend who sometimes assists her with her English was busy but she decided to attend anyway because she thought she was able to explain what she wanted as it was a simple request.

Ms R visited a branch of Santander on 2 October 2024 and opened:

1. A child bank account and deposited £2,000 into it - the maximum amount you could put in; and
2. A Junior ISA account depositing £9,000 into it – again the maximum amount you could put in.

Both accounts were funded from transfers in from Ms R’s account.

An important term of the Junior ISA was that following the 14-day cooling off period it wasn’t possible to withdraw money or close the account until maturity when the child reaches 18 years old.

Following the opening of the accounts Ms R says she was confused about why she still had £19,000 in her account and after two weeks visited her friend to discuss what happened.

Ms R and her friend then visited Santander to close the accounts and move all the money into an account held with another provider but was told that the ISA could only be closed in limited circumstances with HMRC approval, otherwise the funds are locked in until her daughter reaches 18 years old.

Ms R was unhappy about this and raised a complaint with Santander that the language barrier prevented her from fully understanding the terms and conditions associated with the ISA that was opened. To put things right Ms R wants Santander to close the account.

Santander didn’t uphold Ms R’s complaint. It confirmed that it wasn’t possible to take money out of the ISA until maturity on the child’s 18th birthday but that if the child is terminally ill, the

registered contact can apply to HMRC to take money out before this. Santander said the terms and conditions would've been explained to Ms R during the opening process and that there was a 14-day cooling off period she could have utilised but as this time has now lapsed it wasn't possible to close the account.

Ms R was dissatisfied with this and brought her complaint to this service. She says Santander should have either got a translator for her or asked her to get a translator before opening multiple accounts and that Santander failed to provide her with the financial products she required resulting in funds being locked into an ISA until her daughter turns 18.

Santander says it spoke to the colleague who dealt with Ms R who advised that they would never open an account without making sure a customer clearly understood everything – especially with accounts like Junior ISAs where funds are locked long term. Santander says they specifically remember explaining the terms multiple times to ensure Ms R understood and doesn't recall there being a language barrier.

Furthermore, Ms R signed the declaration confirming the terms and conditions and was given a key facts document which explains all the important terms and if Ms R didn't understand anything she should've asked for further information.

One of our investigators looked into Ms R's concerns but didn't think Santander had done anything wrong in not providing a translator as they hadn't seen evidence to suggest this was requested or necessary.

They thought Santander's branch advisor had correctly followed its processes in opening the account and that it was likely Ms R was told money can only be taken after the account has matured on the child's 18th birthday. They thought that because two accounts were opened Ms R would've understood all her finances wouldn't be kept in one account and so were satisfied Santander hasn't made a mistake or acted unfairly when the accounts were opened.

Ms R was unhappy with this. Ms R says she did not require a translator and nor does she need this service to clarify her requirements. Ms R says she made it clear that she wanted to put all her daughter's money into one account but was offered services that weren't adequate and didn't meet her requirements. Ms R says she wasn't made aware of the terms of the ISA or cooling off period and had this been clarified she'd made arrangements to close the account. And so Ms R has asked for an ombudsman's decision on the matter.

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 might help if I explain here my role is to look at the problems a customer has experienced and see if the business has done anything wrong or treated them unfairly. If it has, I would seek – if possible - to put the customer back in the position they would've been in if the mistakes hadn't happened. And I may award compensation that I think is fair and reasonable. And, where there's a dispute about what happened – as in this case - I've based my decision on what I think's more likely to have happened in light of the evidence.

It's not possible to say exactly what was discussed with Ms R when she visited Santander on 2 October. But I think it's likely Ms R told Santander's branch adviser that she wanted to invest for her daughter and that Ms R was offered the accounts Santander had available for children and then following her agreement opened two accounts transferring £2,000 and £9,000 from her account to fund them.

This I don't think is in dispute. What is in dispute is whether Santander made it clear enough after the 14-day cooling off period that the Junior ISA couldn't be closed or funds withdrawn until maturity on Ms R's daughter's 18th birthday. And while I accept that while Ms R might not have understood this, I don't think this is due to a failing on Santander's part.

I say this as this term restricts access to funds and so it is an important term that that I think Santander staff would be aware of and would understand the need to make this clear to customers when this type of account is opened. Indeed, this term is highlighted in bold on its website and is explained in its key facts document which was given to Ms R at the time the account was opened. So I think it is likely this term was explained to Ms R but I think due to the language barrier – which Ms R has acknowledged – she didn't fully understand this.

So the question I have to ask is whether Santander should be held responsible for this. And after considering everything I don't think it should.

Ms R had the option to bring a friend or translator to Santander with her to assist but chose not to and nor did she ask for Santander to provide a translator believing that this wasn't necessary. Indeed, she's told this service that a translator wasn't required and her English doesn't hinder her speaking ability at work when communicating with staff.

So this being the case without any evidence of Ms R making Santander branch staff aware she might need a translator or that she didn't understand something, I can't say Santander treated her unfairly when it opened the ISA following Ms R accepting the terms and conditions of the account by signing the declaration as they would have no reason to think she didn't understand the terms as explained to her.

I don't think it unreasonable to expect one to take responsibility for explaining their communication needs especially when dealing with important financial matters. And I don't think it would be fair to penalise or find Santander at fault when a customer doesn't do this. Furthermore, if Ms R was unsure of the accounts she'd opened or had questions as to why not all of the £30,000 was invested I'd expect her to contact Santander sooner than she did.

But because Ms R didn't do this within the 14-day window Santander wasn't able to assist in closing the ISA as government regulations prevents it from doing this.

I appreciate this is not the outcome Ms R wants but ultimately, I don't think Santander has done anything wrong and so it follows that I don't uphold this complaint.

My final decision

For the reasons I've explained, I do not uphold Ms R's complaint against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 7 April 2025.

Caroline Davies
Ombudsman