

## The complaint

Mr M complains about poor service from Santander UK Plc when opening a new bank account.

## What happened

Mr M applied for a bank account with Santander on 25 December 2024 and was told his account with another bank would switch on 7 January 2025. He was told he would receive letters containing card, PIN, password etc., but nothing arrived until 11 January, and he then used the account. He described this as 'really ridiculous as I needed access to this account on 6 January at latest'. And said he had to borrow money in the meantime.

Mr M said from his communications with Santander on 4, 6, 7, and 9 January 2025 it didn't care about his situation and should have given more time for the switch as the holiday period means things takes longer. He said a Direct Debit was due from his account the same day as the switch and he was left not knowing which account this would come from and whether it would happen. He said he had to open a separate bank account in meantime.

Mr M said Santander didn't call in response to his complaint of 4 January or subsequently. When he called again, he said it took 20 minutes before he spoke to someone. He said he was really worried about this 'massive inconvenience' and was unable to sleep. He asked for an apology and compensation for the huge distress and inconvenience this caused.

Santander responded to Mr M's complaint on 9 January 2025 and said its records show a debit card and online banking details were sent to him on 27 December 2024. It said the switch took place on 7 January in accordance with Switch rules, but Mr M could have requested a delayed start. It said until the switch he still had access to his funds in his old account and his Direct Debit was not affected. In respect of incorrect response timescales and Mr M opening an account with another provider Santander paid him £50 compensation.

Mr M disagreed with Santander and referred his complaint to our service. Our investigator didn't recommend it be upheld. She said the rules and timescales are set by the Current Account Switch Service and customers can change the date up to seven days before the switch date they have previously agreed, and this can be up to 60 days in the future. So, Mr M could have moved the date until after Christmas holidays to avoid postal delays.

The investigator said Mr M's PIN was issued on 25 December 2024 and was expected to be with him by 3 January. The online banking details were sent on 27 December 2024 (the first working day) and the second letter on 30 December (the next working day), separately for security reasons. She said there appears to have been a postal delay for which Santander isn't liable, but the switch took effect with the seven days of the terms and conditions.

As to the calls, the investigator said re-ordering a bank card was discussed, but it was agreed this could be delayed and would cancel what had been sent. And, as discussed, Mr M had the option to withdrawn funds from a Santander branch. Mr M also would've had access to the funds in his old account until the switch date. She said in respect of the incorrect time for a call back and hold time, Santander's £50 compensation was fair.

Mr M disagreed and requested an ombudsman review his complaint. He said during the application there was no option to change the date, and Santander should have given extra time for that time of year. He said Santander couldn't have cared less about the non-arrival of his bank card and there was no urgency from them.

## 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 was sorry to learn that what should have been a straightforward switching process has turned into a prolonged and frustrating experience for Mr M. My role is to determine whether what took place was fair and reasonable and whether Santander followed the process correctly.

In assessing whether Santander acted fairly, I've taken into account the relevant rules and guidelines along with good industry practice. There are general principles that say a bank should conduct its business with due skill, care and diligence and pay regard to the interests of its customers.

Mr M said Santander's complete lack of urgency was obvious. Having reviewed the records, it isn't obvious to me. Santander ordered and posted information to Mr M at the earliest opportunities and, as the investigator has stated, cannot be responsible for postal delays which are outside of its control.

When Mr M decided to switch his bank account to Santander on Christmas Day, he allowed this to be actioned for 7 January 2025. He said he there was no option to change this, but I have seen this option was available to him from the application screens. Mr M said that Santander should have given extra time due to the Christmas holiday period, but Santander was subject to the switch rules and the option for extra time was only available to Mr M. This was mentioned in a call to Mr M by Santander.

The records show that the direct debit Mr M mentioned was created on 3 January 2025, but no payment was attempted. The payment was not in any event within Santander's control.

Overall, I haven't found that Santander has made an error in its handling of Mr M's account switch process, and it has followed the terms and conditions of the Current Account Switch Service. I don't agree with Mr M that Santander acted as if it couldn't care less as I think he was treated fairly and reasonably in Santander's dealing with the problems that ensued. I'm pleased that Santander apologised for poor phone service.

I am sorry to learn that this problem has upset Mr M deeply. I can see that he has been caused some inconvenience, but I think this was fairly limited. I agree with the investigator that compensation of £50 falls within our guidelines as fair for poor phone service in terms of lack of callbacks and delays. This award is consistent with those we have seen in similar situations, and I think it is a fair and reasonable outcome to this complaint.

Our service investigates the merits of complaints on an individual basis and that is what I've done here. I think it's important to explain that my decision is final. I realise that Mr M will be disappointed by this outcome though I hope he appreciates the reasons why this is a fair outcome.

## My final decision

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 7 July 2025.

Andrew Fraser **Ombudsman**