

## The complaint

Miss P complains about her experience at a branch of Santander UK Plc where she said she was mis-sold an upgrade to her current account, which did not have the promised benefits.

## What happened

Miss P visited a branch of Santander to cash a cheque, and said a member of staff engaged her about home insurance which she declined. Miss P said the conversation shifted to her current account (123 account), and an upgrade was suggested to the Edge Up account, as it would pay double interest and increased cashback on her household bills.

Miss P said she mentioned she gets £33 interest per month and was assured an upgrade would double this. Miss P since decided this was misleading and felt pressured into the upgrade and uncomfortable the conversation was in front of other customers. Miss P said she wasn't provided with terms and conditions or given the opportunity to fully review the benefits before making a decision.

When she returned home, Miss P conducted a thorough comparison of Santander products and found that her 123 account offers more cashback on household bills than the Edge Up account and she questioned the extra interest. And that to maintain the Edge Up account, she would need to deposit £1,500 each month, which wasn't feasible for her.

Miss P attempted an online reversion to her 123 account but discovered this was no longer available. She said she wasn't informed of this at the branch and considered Santander's actions to be misleading and a scam. She said her concerns were dismissed by Santander's adviser who suggested this was her fault.

In response Santander said Miss P chose to upgrade to an Edge Up account. It said the 123 account is now off the market and cannot be accessed and the next option is to re-open a 123 account and close the Edge Up account. Santander apologised that its branch didn't have account statements as agreed with Miss P and paid her £50. Santander subsequently paid Miss P £70 as a gesture of goodwill.

Miss P wasn't happy and referred her complaint to our service. She said Santander '*has taken full accountability for this matter and I was initially compensated £70 as a gesture of apology*'. But it couldn't change her account and if she couldn't afford the Edge Up account, she would need to downgrade to the Edge account. Miss P said this has '*been devastating*' and seeks £6,000 compensation for loss of potential interest over the next 45 years, the ongoing strain on her savings and mental stress and anxiety from the uncertainty.

Our investigator didn't recommend the complaint be upheld. He said Santander's member of staff confirmed they provided information about the Edge Up account and its requirements; advised Miss P to read it and explained how she can upgrade via her mobile app. Santander said Miss P wanted to upgrade, and did so via her app and there was no pressure on her.

The investigator said the evidence shows that Santander provided Miss P with the account terms and conditions, key facts and fee information and she upgraded the account herself

via her banking app. And so, Miss P made an informed choice to upgrade to the Edge Up account and was told the account couldn't be reverted once upgraded.

Miss P wasn't happy with this and requested an ombudsman review her complaint. She said the promised interest and rewards were incorrect and had she known she would have taken time to make a well-informed decision. Miss P set out her monthly outgoings and said her 123 account gave more interest than the Edge accounts offered. She said as she has been forced to downgrade to an Edge account and will lose £117.36 in annual interest.

### **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 Miss P believes she was mis-sold an upgrade account by Santander which was unsuitable. And I was sorry to learn about the ongoing strain on her savings from the uncertainty of her position.

Miss P said she felt pressured into the upgrade and uncomfortable with the way the conversation was handled, as other customers in the branch could hear. Miss P said she was vulnerable, and her situation wasn't handled with the necessary care or transparency.

We don't generally consider banks selling customers products in branch when they came in for other purposes to be good industry practice as customers may need time to assess their options. However, from Santander's records it's evident that Miss P instructed the change to her account herself during or following her conversation with its member of staff. And so, I have looked to see if Miss P was provided with misleading information, unclear terms, and put under undue pressure to act quickly, or 'scammed'.

I haven't seen anything to suggest that Miss P was being scammed. In deciding if a customer has been mis-sold a product we have to rely on the information available of their interaction with the business. And with differing accounts, we have to decide on what we think is most likely to have happened.

Miss P said she wasn't properly informed about the potential drawbacks of the Edge Up account, or made aware of the option to remain with her 123 account. Santander say the adviser provided the requirements for the Edge Up account and how Miss P can upgrade.

Miss P said CCTV footage would show that Santander's member of staff took full control of her phone, scrolling through the terms and conditions at an accelerated pace, without allowing her any opportunity to read or understand them. Miss P said the staff member commanded her to press buttons and took over the entire process.

Santander has now provided still pictures from the CCTV footage of Miss P's visit. These show the interaction between Miss P and the member of staff at the branch reception desk, with other customers waiting. The timings show this began at 14:40 and at 14:46 the receptionist moves to assist Miss P before returning to the other side of the desk at 14:48. The pictures show that the staff member only points at the phone whilst Miss P remained in possession of her phone. This evidence doesn't support Miss P's comment that she was commanded, or that the member of staff took control of her phone.

I can't say whether the member of staff explained the terms and requirements of the account. And I can't be sure they explained that the account couldn't be reverted once upgraded, but there was six minutes of conversation before Miss P took upgrade action.

Santander said Miss P wanted to upgrade her account and I think this is borne out by Miss P taking this step via her mobile app. It seems likely that Miss P was told about the account and decided to open one because of the perceived benefits. I think it would have been easy for Miss P to say she wanted more time to decide about the account had she felt uncomfortable in the branch. But I think she was content to proceed and to that extent was not then concerned about reverting to her previous account if she later changed her mind.

Having said this, I think Santander needs to make its staff aware that when they promote new accounts to customers who hold their 123 accounts a high degree of explanation and information is required as the customer will not be able to revert to their existing account.

I am sorry to learn that this problem has upset Miss P deeply. I agree that she has suffered some frustration and inconvenience. Having considered the timeline of events and Santander's handling of the account, I haven't seen anything in the circumstances that warrants further compensation than the £70 Santander has already paid Miss P.

It is worth noting that our service cannot award compensation for what might happen in the future. And so, it isn't possible for me to consider the potential loss of interest Miss P has calculated on her investment over the next 45 years.

In conclusion, having reviewed all the available information I haven't found that Santander mis-sold the new account to Miss P. I think it has treated her fairly and reasonably in its handling of her account and in its award of compensation. And so it follows that I am unable to uphold 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 Miss P will be very disappointed by this outcome though I hope she appreciates the reasons why it had to be this way.

### **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 Miss P to accept or reject my decision before 1 September 2025.

Andrew Fraser  
**Ombudsman**