

The complaint

Mr E complains that Santander UK Plc caused delays when switching his account to a student account.

Throughout the course of Mr E's communications and complaint with Santander he appears to have been supported by a family member. However, for simplicity I will refer to all communications as having come from Mr E.

What happened

In March 2024, Mr E was looking to switch his Santander Everyday current account to a student account. Santander's website explained this needed to be done in branch, but because he needed the account, and associated overdraft quickly, he called Santander for help.

Over the next few days, Mr E was given varying information by Santander about the best next steps. Unhappy, Mr E complained.

Santander reviewed matters and agreed Mr E had initially been given incorrect information and offered £150 compensation. It also arranged for its escalation team to contact Mr E, to process the switch by phone. Mr E's account was switched on 11 April 2024.

Mr E explained as a result of the delays, he'd missed out on his first choice of university accommodation. Santander considered this and offered Mr E a further £100 compensation for the inconvenience that had been caused.

As he remained unhappy, Mr E complained to this Service. In summary he said the delays caused by Santander had a significant impact on his ability to arrange university accommodation, issues that were still impacting him after the account had been switched and compensation paid. As a result, Mr E considered Santander should increase the amount it awarded.

An Investigator here reviewed matters, but didn't think Santander needed to do anything further. They explained that while Santander had provided some incorrect information, which had delayed matters, the £250 already paid fairly compensated Mr E for the distress and inconvenience this had caused. They also didn't think Santander could be held accountable for Mr E not obtaining his first-choice accommodation or later problems he faced with landlords.

Mr E didn't agree and explained a family member had received a larger amount of compensation for their complaint about a similar matter, as such he felt his compensation should be increased. He also considered that Santander was in breach of the Equality Act 2010, specifically referring to his age and his disabilities.

Our Investigator didn't think these were complaint points we could consider, saying they were new issues.

As no agreement had been reached, the complaint was passed to me to decide.

As part of my review, I explained to both Mr E and Santander that I didn't agree the comments Mr E made in response to our Investigator's assessment were new issues, as both points related to the way Santander had dealt with his request to switch his account to a student account.

I went on to address these further points and gave both parties the chance to consider and respond to what I said before I reached a final decision. I said:

"In relation to Mr E's concerns that Santander is in breach of the Equality Act 2010, I should firstly explain, this Service can't make a decision on whether the Equality Act 2010 has been breached, as this is only something a court can decide. We can however consider whether Santander has treated Mr E fairly.

Mr E's primary concern here is that Santander awarded a family member a higher level of compensation than it's awarded him, and as such it's breached the Equality Act. I don't know the circumstances of Mr E's family member's complaint and while Mr E says the impact on him has been greater – that isn't for me to decide. I'm required to consider each complaint individually and on its own merits, rather than consider what's happened in other complaints. So with this in mind, I'm of the opinion Santander has treated Mr E fairly. I say this as I haven't seen anything to say the compensation it has awarded Mr E is as a result of the disabilities he suffers from. So I don't intend to ask Santander to increase the amount of compensation offered, as a result of this.

For completeness, I also wanted to say at this stage, having reviewed all of the information provided by both parties, I'm currently of the same opinion as our Investigator – that the compensation already offered fairly resolves matters. That's because, while Santander has made some errors here, which caused delays, I don't think it can be held accountable for the problems Mr E later faced with landlords or his accommodation choices.

Mr E's accommodation choices were never guaranteed and as such, even had the account switch been completed sooner, there's a very real possibility he would have still been unsuccessful.

As such, at this stage, I plan to say that I don't think Santander need to take any further action."

Santander responded, agreeing with the comments I set out above.

Mr E also responded, but didn't agree with what I'd said. In summary he said:

- His family member, who received a larger compensation award, doesn't suffer from the disabilities Mr E has told this Service about.
- Both Mr E and his family member made complaints at the same time, during the same telephone call – as such, there needed to be an explanation as to why Santander had treated each case differently.
- He didn't think consideration had been given to the stress, anxiety, disappointment and injury to feeling he'd experienced, again pointing to the diagnosis he'd received from his doctor.

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 should firstly say I've read and taken into account all of the information provided in reaching my decision. I say this as I'm aware I've summarised this complaint in less detail than both parties. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party but merely reflects my informal role in deciding what a fair and reasonable outcome is.

I'd also like to thank Mr E for sharing details of his disabilities with this Service. I've not repeated what he's said here, as our decisions are published. But I want to reassure Mr E I've taken everything he's said into account when coming to my decision.

Mr E's Santander account has now successfully been switched to a student account. This happened on 11 April 2024, just over two weeks after he initially called the bank. As such, what's left for me to consider in this decision is the impact any delay caused Mr E and what more – if anything – Santander should do to compensate him for this.

Having reviewed Santander's website I think it makes clear that for accounts, such as the Everyday account that Mr E held, he needed to visit branch to arrange this. The website says:

"Got an Everyday or other Santander current account?"

If you have one of our other Santander current accounts, visit one of our branches with your proof of study.

You may need to make an appointment".

Mr E first contacted Santander on 27 March 2024. Having listened to the call, he explained he needed the student account and associated overdraft as soon as possible, so asked if he could do the switch by phone, instead of in branch.

Santander made an error here and told Mr E it should be possible to do this by phone and would arrange a call back. I can see Santander then got in touch a few days later and provided information about how to do this online – however it doesn't appear this was quite right either, as Mr E's existing current account didn't qualify for online switching.

It seems that as a result of this misinformation Santander made an exception in Mr E's case and arranged for his account to be opened over the phone. This happened on 11 April 2024 – a little over two weeks after he'd initially called the bank.

While I appreciate it was frustrating Mr E wasn't able to do this online, I think Santander's website made it clear he'd need to do it in branch, and I don't think that's unreasonable. I should also say when Mr E first called the bank in March 2024, he also noted the website said he'd need to visit branch, so I can't say Mr E wasn't aware of this process either. It isn't for this Service to tell a bank which processes it must follow, but it doesn't appear to be unreasonable in any case.

As I've explained, the process for switching Mr E's account to a student account should have been carried out in branch. It was only as a result of the misinformation Santander gave Mr E that it made an exception and opened the account over the phone.

As things turned out, it doesn't appear that the incorrect information Santander gave Mr E caused any meaningful delay in the switch being processed. If things had gone as they

should have, Santander would've told Mr E at the outset that he needed to visit a branch to arrange the switch. And based on what Mr E has said, it doesn't appear it would have been possible for him to switch his account more quickly than the two weeks it actually took, as he's said he wouldn't have had the time to visit a branch.

As such, it's difficult to see how Mr E would have been in a position to switch the account sooner than he did. In turn, I don't think he would've obtained the overdraft any sooner either. So I don't think there is any basis on which I can fairly require Santander to compensate Mr E for the issues he experienced in arranging his university accommodation. He attributes this to a delay in getting the overdraft, but I do not think Santander's errors caused things to take any longer than they otherwise would have.

While Santander's errors did not, in my view, leave Mr E in a different position than he would otherwise have been in, I can see that they did cause him some avoidable inconvenience. He was required to contact Santander on a number of occasions and spent time on the phone resolving the issue. I can appreciate it would have also been distressing not to be able to have the overdraft as quickly as expected. But overall, I'm satisfied £250 fairly compensates him for the distress and inconvenience this caused.

I understand Mr E also considers the compensation Santander awarded should be higher, as a family member received a larger sum. While Mr E has said both complaints were raised on the same telephone call, I'm still unable to comment on his family member's compensation or use it as a reason to suggest Mr E is paid a higher amount.

As I've explained, this Service can't make a decision on whether the Equality Act 2010 has been breached, only a court can. But I can consider whether Santander has treated Mr E fairly, and I think it has. I say that because I've seen nothing to suggest differences between Mr E and his family member, namely his age and disabilities, led to him being paid a lower compensation amount than he should have been. I should also add, Santander has told this Service it wasn't aware of Mr E's disabilities. As such, it wouldn't be fair or reasonable to say it treated him differently as a result of something it wasn't aware of.

Overall, I think Santander has taken reasonable steps to put things right. Although switching to a student account should have happened in branch, Santander made arrangements, due to giving incorrect information during a call, to do this by phone. As such I don't think it's unreasonable it took a little over two weeks to do this, given it made an exception to its process. I also think Mr E has been fairly compensated for the inconvenience this misinformation caused, taking into account the impact he's explained this had on him. And for the reasons explained I don't think it would be fair to hold Santander responsible for Mr E missing out and having issues with accommodation options. For these reasons, I won't be asking Santander to do anything more.

My final decision

For the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 2 October 2025.

Victoria Cheyne
Ombudsman