

The complaint

Mr M complains that Santander UK Plc ('Santander') didn't add additional cardholders to his World Elite credit card and have engaged poorly with him.

Mr M wants increased compensation and additional cardholders to be added to his account.

What happened

Mr M complained to Santander that he'd opened a World Elite credit card following a conversation with them on 28 November 2024, but he couldn't add additional cardholders that didn't live at his address. Mr M was unhappy he'd received a notice of sums in arrears despite his account being up to date, and he didn't receive telephone call transcripts or recordings as promised despite several calls about this.

Santander didn't uphold Mr M's complaint about his notice of sums in arrears, or the additional cardholders. Santander agreed to pay Mr M £120 compensation for chasing call recordings, and towards a CD player to listen to these. Santander later agreed to pay Mr M a further £50 compensation as Mr M still hadn't been able to listen to the calls, and Santander wouldn't provide a transcript.

Mr M referred his complaint to the Financial Ombudsman Service and our investigator sought further information from Santander. As a result, Santander acknowledged they could have told Mr M about the eligibility of additional cardholders in their call with him on 28 November 2024.

Santander said they wouldn't change their cardholder policy, but they offered to refund/waive the monthly account fees for Mr M's credit card from opening until 4 June 2026 (when a card benefit ended). Santander said they planned to amend their website, and they offered Mr M a further £100 for his distress and inconvenience.

Our investigator thought Santander's offer was fair and reasonable. Mr M didn't agree and said he wanted a further £150 compensation and to add three cardholders to his account. The matter then came to me to decide.

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've taken into account any relevant law and regulations, the regulator's rules, guidance and standards, codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

I broadly agree with our investigator, and I think Santander's offer to put things right is fair. I'll explain why, and I'll address each point in turn.

Before I do so I think it would be helpful to explain the role of the Financial Ombudsman Service is to resolve individual complaints based on what is fair and reasonable in the circumstances of each case. It is not for this service to interfere with a firm's processes, systems or controls nor to fine or punish a business as those are considerations for the Financial Conduct Authority ('FCA'), as the regulator. This means I can't force Santander to change their internal eligibility criteria for additional cardholders or make an exception for Mr M.

Additional cardholders

Mr M says his investment portfolio with Santander is linked to the provision of the World Elite card. He mentions this to highlight the seriousness of the cardholder issue and why it is fair to expect Santander to honour the cardholder benefits that were advertised.

I don't agree Santander advertised that anyone could be an additional cardholder, so I'm not persuaded that Mr M was mis-sold the credit card. Santander's terms say additional cardholders must meet their eligibility criteria. I acknowledge Mr M's frustration that the details of this aren't openly disclosed.

Santander have reflected on their call with Mr M on 28 November 2024 and they accept that, given the information Mr M provided, they could reasonably have informed Mr M of the eligibility requirements for additional cardholders at the time. This would have supported Mr M to make an informed decision about whether the account met his needs. To remedy this, Santander offered Mr M a refund of the account fees up until 4 June 2026, and a further £100 compensation for his distress and inconvenience.

I recognise Mr M wants Santander to facilitate his chosen cardholders and pay a higher sum of compensation but I don't think this is reasonable. I say this because Mr M could have cancelled the account within the cooling off period once he became aware of the limitations on cardholders. In the circumstances, I think Santander's offer is fair. I'll direct that this is arranged.

Santander have indicated they'll be amending their website to reflect some eligibility requirements for additional cardholders. I think this demonstrates Santander have fairly taken Mr M's points on board and they are willing to improve customer journeys where possible. I won't direct Santander to make these changes as I have no power to do so.

Notice of sums in arrears

The notice of sums in arrears said there was nothing for Mr M to worry about if there'd been a recent refund on his account, as happened here. I think the further explanation in Santander's final response letter was a fair outcome to this element of Mr M's complaint.

The call recordings

I think it's reasonable that Santander won't provide transcripts of the calls as this is a time-consuming and costly process, and I'm aware Mr M has now been able to listen to the calls on a neighbour's device. So, I've focused on whether Santander's payment of £170 was fair compensation for the poor handling of the request for call recordings.

I agree the call recordings took a fair amount of effort on Mr M's part to try and sort out, and it was frustrating to receive calls in a format he couldn't open despite having communicated his misgivings. But I've borne in mind that Mr M could have referred this issue to the Financial Ombudsman Service at the end of February 2025, rather than continue to pursue the missing calls with Santander.

Overall, I'm satisfied that the £170 already paid (noting £20 of this was cited as a contribution towards a CD player) was fair and reasonable compensation for Mr M's distress

and inconvenience dealing with the calls, and in line with our approach to awards of this nature.

Putting things right

To put things right Santander UK Plc must, unless they have already done so, take the following action:

- (i) Refund/waive as appropriate Mr M's monthly account fees from account opening until 4 June 2026
- (ii) Pay Mr M an additional £100 for his distress and inconvenience (in recognition of the information given during the call on 28 November 2024)

My final decision

For the reasons I've outlined, Santander UK Plc must put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 22 December 2025.

Clare Burgess-Cade
Ombudsman