

## **complaint**

Miss S is unhappy with the way Santander UK Plc have administered her bank accounts.

## **background**

In 2015, Miss S approached her bank, Santander, with a view to simplifying her banking arrangements. She held two accounts with them but wanted to stop paying two sets of charges for using both overdrafts. She intended to move her direct debits over from one account to the other, with her bank then moving her overdraft to the other account and closing down the inactive one. She also wanted to change the remaining account to a student one as she was due to become a mature student.

Having visited her branch and spoken with various departments over the phone, Miss S believed that her requests had been actioned.

But, in 2016, she says she noticed that she'd accumulated bank charges as a result of the overdraft which she believed had been transferred over to her other account. And she also realised that her other account hadn't changed to a student one.

Miss S complained to Santander in October 2016. They took the view that their advisor should've done more to make it clear to Miss S that she needed to book an appointment with them once she'd moved her direct debits so that they could then sort out her overdraft arrangements and close one of the accounts. So Santander offered to refund the charges and moved the overdraft over to the other account.

But Santander said they couldn't find evidence of a discussion about the student account from the time Miss S says she raised the issue. They've also said they can't provide her with a student account as she's in her second year of study. They say that in order to have a student account Miss S would need to switch from a student account from another provider.

Santander didn't uphold this aspect of Miss S's complaint when she raised it with them in October 2016. But they did offer £31 as a gesture of goodwill.

The payment of the £31 has itself become part of Miss S's complaint. She says she was told by Santander to return to her branch when the £31 had been paid into her account and then the account would be closed down. But Miss S forgot to do this and so the inactive account remained open and incurred some charges which Miss S is also unhappy about.

One of our investigators has looked into this complaint. And she took the view that the business hadn't done anything wrong in not switching the account to a student account and not closing the inactive account.

Miss S doesn't agree with this view. And so the complaint has been passed to me to consider.

## my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Firstly, I've considered what Miss S has said about the student account. She has told us that she raised this with Santander in 2015 whilst she was re-organising her banking affairs. She says she was left with the impression, after speaking with the loans department, that her account would become a student one.

Whilst I appreciate this was Miss S's understanding in 2015, I've not seen any supporting evidence from the time to show that she was told that her account would be switched to a student one. There's no paperwork such as an application form or an agreement to that effect and no other record indicative of such a switch having been agreed.

So I've not seen enough for me to say it's likely that Miss S was given the impression that her account would be converted to a student account. And so I don't think Santander has done anything wrong in this respect. I understand that Santander have since told Miss S that in order to have a student account she would have to switch from a student account with another provider. But that's essentially a commercial judgment on Santander's part. I can't compel Santander to provide such an account any more than I can compel Miss S to open one with another provider – that's ultimately a matter for her.

I've also thought about the part of Miss S's complaint which relates to the failure to close the inactive account leading to charges and debits being incurred. There doesn't appear to be any dispute that Miss S and Santander agreed that she would close the account after the £31 goodwill payment had been paid. The £31 was paid into the account on 24 October 2016 but, according to the bank statements, the account was still being used by Miss S in mid-December 2016 – during which time she also incurred various charges. Those appear to include direct debit payments to V motors which I understand was the result of an instruction from V motors to cancel one direct debit mandate before setting up another. Had Miss S disputed this, on checking her account, she could've potentially requested a direct debit indemnity. But as the account is now closed that is something she would have to take up with V motors directly as this seems to have happened at their instruction.

But, ultimately, it's difficult to say that Santander did anything wrong here. Miss S, by her own admission, forgot to check whether the £31 had been paid into the account – something which she'd agreed to do. Had Miss S checked her account in the weeks following the 24 October 2016 and then asked for the account to be closed, as agreed, it may well be that the further charges and debits could've have been avoided.

So I don't think Santander did anything wrong with regard to this aspect of Miss S's complaint. And I won't be asking it to do anything differently.

Finally, Miss S has also mentioned that Santander breached her confidentiality by sending her account details to someone else. She says Santander have accepted responsibility for this. But I've not seen any paperwork in relation to this matter. So it's difficult to comment on this any further. It may be a matter of making separate complaint to this service or it may be something that's more appropriately dealt with by the Information Commissioner's Office if she wishes to pursue the matter further. But it's not something I can make findings on in this particular decision.

**my final decision**

For the reasons set out above, I don't uphold Miss S's complaint against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 30 May 2017.

Anthony Harrison  
**ombudsman**