

complaint

Miss P complains about problems she had when she switched her current account to Santander UK Plc.

background

Miss P switched her current account to Santander from another provider. She says she made it clear to Santander that she only wanted to partially switch her account to it. This was because she wanted to keep her account with the other provider open. But Santander carried out a full switch. This meant that she lost the cheap overdraft facility and other benefits she had with her account with the other provider. And she had to use her Santander overdraft to pay off part of the overdraft with the other provider. She used her credit card to withdraw cash to pay off the rest of it. She was charged a cash advance fee for this and has to pay interest on it each month, as she can't afford to repay it.

Our adjudicator didn't recommend that the complaint should be upheld. She pointed out that Miss P had signed instructions which were clearly headed 'Current Account Switch Service – Account Closure Instruction'. The form said that her old account wouldn't be available from the switch date. The adjudicator would have expected Miss P to read the terms and conditions and raise any concerns with Santander. Santander had paid Miss P £90 as a gesture of goodwill. And it had reimbursed her £9 for the cash advance fee she'd incurred when she'd had to use her credit card to repay her overdraft. The adjudicator thought this was fair.

Miss P doesn't agree. She says she noticed that the terms and conditions referred to closure of her account with the other provider. She raised this with Santander's adviser, who told her that it wouldn't apply to her, as that account was overdrawn. She knows that sometimes parts of standard terms and conditions don't apply in particular circumstances. So she trusted what the adviser told her was right. She also considers that Santander should have read her the terms and conditions. The £90 that Santander paid her was to cover the cost of the many calls she had to make to Santander and her previous account provider about the matter. Meanwhile, the interest rate on her credit card has increased, so she's having to pay a lot of interest on the cash advance she took on her credit card.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here) I reach my decision on the balance of probabilities – that is what I consider is most likely to have happened, given the evidence that is available and the wider circumstances.

I accept that the adviser told Miss P that her account with the other provider couldn't be closed while it was overdrawn. This was true. But I'm not satisfied, on balance, that he told her that she'd be able to keep her other account open after the switch. Nor am I convinced that he told her a partial switch was possible. I don't doubt that Miss P may have concluded that the fact that her account with the other provider was overdrawn meant she'd be able to keep it open. If so, she misunderstood the position. But I'm not satisfied, on balance, that the adviser was responsible for the misunderstanding.

The form which Miss P signed authorising the switch included two statements in bold type on the first page. One instructed Santander to tell her old bank that she wished to close her account with it, as she was switching her current account to Santander. The other said that she understood that whether or not there was outstanding debt on her existing account, it wouldn't be available for use from the switch date.

I acknowledge that Miss P says she raised the question specifically of whether her existing account would remain open. But I'm not convinced that Santander's adviser told her that the fact that her account was overdrawn meant that the sections of the form which related to closing her account wouldn't apply to her. Again, I don't doubt that this may be a conclusion that Miss P drew. But the main purpose of the form, as shown in the heading and in the statements in bold, was to close her account with her existing provider and transfer it across to Santander. I'm not satisfied, on balance, that Santander was responsible for any misunderstanding on Miss P's part.

Finally, Miss P has complained that Santander's adviser didn't read her the terms and conditions. But I don't find that he was at fault for not reading her the full terms and conditions. I'd have expected him to outline the way the switch process worked and the main features of the new account. I think it more likely than not that he did so.

Santander has paid Miss P £99 to cover the cost of her phone calls and the cash withdrawal fee she was charged on her credit card. It has also indicated that it is willing to reimburse her for the interest she's been charged on the cash advance she took on her credit card to pay off her overdraft with her previous provider if she can provide a statement showing the interest. If it is still willing to do this, it should contact Miss P directly. But I don't consider that I can fairly require it to do more.

my final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss P to accept or reject my decision before 1 July 2015.

Juliet Collins
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