

## **Complaint**

Mr U says that Santander UK Plc (trading as “Santander”) unfairly added an unarranged overdraft charge to his account.

## **Background**

One of our adjudicators looked into Mr U’s concerns. She didn’t think that Santander had done anything wrong or treated Mr U unfairly and so didn’t recommend the complaint be upheld. Mr U disagreed and the complaint was passed to an ombudsman for a final decision.

## **My findings**

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

Having carefully considered everything provided, I’ve decided not to uphold Mr U’s complaint. I’ll explain why I’ve done so in a little more detail.

Before I go any further, I want to be clear in saying that I haven’t considered whether the amount Santander charged Mr U was fair and reasonable, or proportionate in comparison to the costs of the service provided. Ultimately how much a bank charges for services is a commercial decision. And it isn’t something for me to get involved with.

That said, while I’m not looking at Santander’s charging structure per se, it won’t have acted fairly and reasonably towards Mr U if it applied any charges to his account in circumstances where it was unfair to do so. Mr U says it was unfair for Santander to charge him when it did because it usually sent him a text message notifying that he’d gone over the pre-agreed buffer before he was charged and on this occasion it didn’t do so.

I’ve thought about what Mr U has said. However, Santander has provided us with records from its systems showing us that it sent a text message, to the number it had for Mr U, advising him he was overdrawn on the morning in question. I acknowledge that Mr U says he didn’t receive the text message. I don’t know if he did and he’s indicated no one is able to prove whether or not the message was delivered.

But the key thing here is that Santander has shown enough to persuade me that the message was sent to the correct number. And Mr U has himself confirmed that he’d previously received messages sent in this way and in these circumstances. So I can’t reasonably say that Santander ought to have done more, especially as there isn’t anything to suggest it ought to have known the text message hadn’t been received, or that it treated Mr U unfairly here.

In these circumstances, as Mr U’s account balance wasn’t brought back within the agreed buffer on 25 November 2019 and the terms and conditions of Mr U’s account permitted it to do so, I don’t think that it was unreasonable for Santander to proceed with the charges it added. And I’ve not been persuaded to uphold Mr U’s complaint.

I realise that this will be very disappointing for Mr U – especially as he's quite rightly pointed out that it has taken some time for him to receive an answer from us. But I hope that he'll understand the reasons for my decision and at least feel that his concerns have been listened to.

### **My final decision**

For the reasons I've explained, I'm not upholding Mr U's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U to accept or reject my decision before 18 January 2022.

Jeshen Narayanan  
**Ombudsman**