

## **Complaint**

Miss S is unhappy that Santander UK Plc (“Santander”) changed her account to a graduate account, withdrew her overdraft and defaulted it without notifying her in advance.

## **Background**

One of our adjudicators looked into Miss S’ concerns. She didn’t think that Santander had done anything wrong or treated Miss S unfairly and so didn’t recommend the complaint be upheld. Miss S disagreed and so 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 Miss S’ complaint. I’ll explain why in a little more detail.

Miss S’ graduate terms were due to expire before the start of the 2020/2021 academic year. So I’m satisfied that Santander was entitled to change the terms of Miss S’ account at this time. But even though Santander was entitled to vary Miss S’ account, I would expect a bank doing this to provide a customer with notice of any changes in advance of them happening.

In this case, it isn’t in dispute that Santander sent the required notifications, regarding her account being converted to a graduate account, in 2020 as well as the default notice in June 2021. However, these were sent to an address Miss S had left. And Miss S accepts that she didn’t notify Santander of her change of address at this time.

However, Miss S says that Santander, in any event, had her correct email address and her correspondence address as these were provided to the debt collection agency her debt was passed on to. However, the information I’ve seen suggests that these details were obtained from a third-party after the account had already defaulted.

So I’ve not seen anything to indicate that Santander ought to have known that it should have sent any letters to Miss S’ to an alternative address. And I’m satisfied that Santander sent notifications of the change of account and the default notice to the address it held for Miss S. This means that I’m also satisfied it took reasonable steps to notify Miss S of the upcoming changes and the fact that it intended to default her overdraft.

I also know that Miss S is unhappy these communications were sent to her by post. She has said that letters aren’t a sufficient way to contact people in this day and age. But while certain communications such as statement alerts can be sent by email, text messages or provided over the phone, it is a requirement for firms to send formal correspondence such as a notice of a variation in the terms of an account or a default notice by post. So I don’t think that Santander acted unfairly in this regard.

Bearing in mind the above and Miss S didn't repay what was owed, after the default notice was sent in June 2021, within the specified period, I'm satisfied that Santander was entitled to withdraw Miss S' overdraft and record the relevant information with credit reference agencies.

Overall and having considered everything, while I do appreciate Miss S' strength of feeling on this matter, I don't think that Santander has treated her unfairly. And so I've not been persuaded to uphold Miss S' complaint. I realise that this will be very disappointing for Miss S. But I hope that she'll understand the reasons for my decision and at least feel that her concerns have been listened to.

### **My final decision**

For the reasons I've explained, I'm not upholding Miss S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 27 April 2023.

Jeshen Narayanan  
**Ombudsman**