

## **The complaint**

Miss D complains that Santander UK Plc removed her overdraft facility without notice.

## **What happened**

Miss D says Santander removed her overdraft facility in around October 2023 but didn't tell her. She says Santander made a mistake with her mortgage direct debit which led to the overdraft removal. Miss D says she received poor customer service from Santander and would like the overdraft facility reinstated.

Santander says it wrote to Miss D on 8 August 2023 telling her the overdraft facility would be removed in October 2023. It says it also sent Miss D a message via online banking and sent her an e-mail which its records say was delivered about that online message. Santander says it can remove an overdraft facility in line with account terms and conditions.

Miss D brought her complaint to us and says the mortgage direct debit problem which led to the overdraft facility being removed was caused by Santander. She would like that issue investigated and any adverse information removed from her credit file.

Our investigator explained why we could only consider the original complaint points and didn't uphold the complaint. The investigator thought Santander had written to Miss D and was entitled to remove the overdraft facility. The investigator thought the compensation of £200 for the poor service linked to a different issue was appropriate.

Miss D doesn't accept that view and says she didn't receive the letter.

## **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.

Having done so I have come to the overall view that I don't uphold this complaint.

I make clear to Miss D that I can't consider the complaint about the direct debits being cancelled. I say that as I'm satisfied Santander hasn't investigated that part of the complaint and Miss D's initial complaint to us was about the poor customer service as well as the main complaint about the overdraft facility being removed. I appreciate there is a link, but the initial complaint was about Miss D not being told that the facility was being removed. Miss D will need to allow Santander to investigate the issues about the direct debits and what took place about the mortgage payments not being made. I am satisfied I can deal with the complaint about the overdraft facility being removed as I think that is a stand-alone decision which does not need to await the other complaint being looked at.

The starting point for this complaint is the account terms and conditions which I think Miss D would have agreed to when the account was first opened. I can see that Santander makes clear in those terms and conditions that it can remove an overdraft with or without notice. So, I don't think Santander made a mistake or acted unfairly by deciding to remove Miss D's

overdraft facility which I think it's entitled to do. I am sure Miss D appreciates that an overdraft facility is a form of lending and it's up to Santander when exercising its commercial judgement to decide if it wishes to continue offering such a facility.

I'm satisfied that Santander wrote to Miss D on 8 August 2023 telling her that it would remove the overdraft facility. I appreciate Miss D says she didn't receive that letter but that is not something I can fairly hold Santander responsible for as it's not responsible for the safe delivery of mail. I can see that Santander also says it sent Miss D an online message about that letter and e-mailed her which its records say was delivered. So, I'm satisfied Santander has on balance used two methods to update Miss D and that it has taken reasonable steps to tell her about the change, which I have made clear it was entitled to make.

There is no dispute here that Santander did make a mistake with an issue about an account card. I can see it has paid £200 compensation which I think is fair and reasonable. I appreciate that is not the complaint here or that Miss D says the compensation about that part of the complaint was not enough.

Overall, I'm satisfied Santander was entitled to remove the overdraft facility in line with agreed account terms and conditions. And whilst not obliged to tell Miss D, I find it wrote to her and think on balance it sent an online message about the removal. I hope Miss D understands why I can't deal with the complaint about the mortgage direct debit issue which ought to be investigated by Santander.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 11 May 2024.

David Singh  
**Ombudsman**