

## The complaint

Miss D complains that Santander UK Plc was irresponsible in providing her with an overdraft facility. She is also unhappy that Santander wrote to her informing her that it will be withdrawing her overdraft facility even though it didn't uphold her complaint about the lending decision.

## What happened

I issued a provisional decision on 16 April 2025 where I gave a detailed background to this complaint. I don't intend to repeat the background here as my provisional decision forms part of this final decision and should be read alongside it.

In my provisional decision, I explained why I was inclined to reach different conclusions to the investigator and gave both parties the opportunity to provide further comments and evidence before I reached my final decision.

I've copied the relevant parts of my provisional decision below.

*"I've considered Miss D's circumstances at the time the overdraft was initially granted and the subsequent credit limit increases. The initial credit limit was £150, Miss D's income at the time was regular and was around £1,180 monthly as the overdraft limit was such a small proportion of her income, I don't think Santander acted unfairly by agreeing this limit initially.*

*I've also considered the subsequent limit increases and Miss D continued to have a steady income and looking at her transactions, there was nothing that was concerning. Miss D's living costs and credit commitments appeared quite low and while I accept that the increase in the overdraft to £1,250 brought it close to her monthly income, that doesn't mean it was wrong for Santander to agree to it. Miss D would have a reasonable time to repay if she drew down her entire limit and wouldn't have been required to repay it immediately. I think that would have given Miss D some space financially.*

*Santander also had a duty to monitor Miss D's usage of the account and I've reviewed how Miss D used the facility. There are periods where Miss D was using her overdraft more than others, but she generally saw a credit balance within each month. I'm also mindful that Miss D's income increased over the lending relationship and her committed living costs and credit commitments appeared low, there was nothing within her usage of the facility that suggested she was reliant on it or experiencing financial difficulties.*

*Overall, I don't think Santander was irresponsible when it made its lending decisions or that Miss D's usage of the facility required it to take further action due to a suggestion she was struggling.*

### Did Santander act in reasonably in some other way?

*Miss D is unhappy that Santander decided to remove her overdraft facility following her complaint. She wants the facility reinstated and the amount she was overdrawn with at the time to be paid to her in compensation.*

*When Santander sent Miss D's its final response letter in January 2024, it explained to her that it will ask its Financial Support Team to contact Miss D to reduce the overdraft balance*

*with the view to removing it. Santander is allowed to do this as it is its decision on whether to lend and what to lend. I appreciate Miss D's comments about Santander not upholding her complaint but still choosing to remove the overdraft facility, however, I don't think they are both related in the way Miss D states. Santander was being proactive to Miss D's complaint and acting to prevent her experiencing financial difficulties.*

*I also considered that Santander made Miss D aware it will be removing the facility in January 2024 but didn't do so until May 2024 and the account was in credit at the time, so it didn't leave her in financial difficulties or in debt.*

*So, I don't think Santander treated Miss D unfairly on this issue.*

*I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think Santander lent irresponsibly to Miss D or otherwise treated her unfairly in relation to the issues in this complaint. I haven't seen anything to suggest that Section 140A would, given the facts of this complaint, lead to a different outcome here."*

The deadline to respond to my provisional decision has now passed. Santander has responded to say it has nothing further to add but Miss D didn't respond.

### **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 reconsidered my decision and in the absence of any comments or evidence that persuades me otherwise, I see no reason to depart from the findings in my provisional decision.

Santander hasn't treated Miss D unfairly and so I won't be asking it to do anything further.

### **My final decision**

For the reasons given here and in my provisional decision, I do not 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 30 May 2025.

Oyetola Oduola  
**Ombudsman**