

## **The complaint**

Mr J complains that Santander UK Plc ('Santander') allowed several consecutive transactions to go through on his current account which took him into an unarranged overdraft.

## **What happened**

In March 2025 Santander allowed seven consecutive transactions to take Mr J into his unarranged overdraft. The transactions each sent funds to an e-wallet.

Mr J says that Santander acted unfairly. He also says Santander ought to have been aware of his poor credit history.

Santander's said its terms and conditions allowed it to approve specific payment transactions that can take a customer into an unarranged overdraft. Santander also said Mr J could easily have checked his balance before the making the transactions. And it was open to transfer the funds back to his account if he wished to.

Our investigator didn't think Santander had acted unfairly.

As Mr J is unhappy with our investigator's finding, the complaint has been passed to me for a decision.

## **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.

We've explained how we handle complaints about unaffordable and irresponsible lending on our website. And I've used this approach to help me decide Mr J's complaint.

I'd like to reassure Mr J that I've looked at the complaint afresh and independently reviewed all the available information, including what he's said in response to our investigator's view. Having done so, I'm broadly in agreement with our investigator's finding. I'll explain why.

At the time, Mr J hadn't made Santander aware of issues he had relating to managing his finances and gambling. Gambling transactions are generally treated as legal by banks and so Santander wouldn't be expected to monitor these. But it does have tools available for Mr J to use, such as being able to put a gambling block in place. That's something Mr J could have done through his Santander banking app.

However, these weren't gambling transactions. Rather, I understand these were payments made to an e-wallet, with the transactions being cleared the next day. I've seen that Mr J has suggested that a family member may have made the transactions but as the account holder Mr J ought to have been aware of the transactions and whether he wished his account to accessed by others.

So, I can't see what ought to have prompted Santander to prevent some or all of these transactions. I therefore can't make a finding that I would have expected Santander to have done more than it did.

It follows that I don't think Santander acted unfairly when it allowed these transactions to be paid.

I've also seen that Mr J is unhappy with what our investigator said. He says if he was refused for an overdraft previously why would Santander allow these transactions go through. A key point here is that Santander's terms and conditions allowed it to approve them. And, as I've said, the transactions weren't of a type that might trigger concerns.

Mr J also disputes that Santander sent him an SMS message telling him he'd gone into his unarranged overdraft. But I think it would be reasonable for Mr J to have been aware of the transactions themselves and, given the number of them in a short space of time, to have checked that his account was in sufficient funds.

I'm sorry to hear that Mr J's personal circumstances have changed and he isn't working. Although I'm not upholding his complaint, I still expect Santander to act with all necessary and reasonable forbearance to help him in getting his finances back on track.

But in all other respects, I won't be asking Santander to do anything more.

I've considered whether the relationship between Mr J and Santander might have been unfair under Section 140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think it lent irresponsibly to him or otherwise treated him unfairly. I haven't seen anything to suggest that Section 140A or anything else would, given the facts of this complaint, lead to a different outcome here.

### **My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 7 January 2026.

Michael Goldberg  
**Ombudsman**