

The complaint

Mr P complains about the information Santander UK Plc provides him when he goes into an unarranged overdraft.

What happened

Mr P holds a current account with Santander – the account doesn't have an arranged overdraft facility, however, he often doesn't have enough funds in his account to cover payments leaving the account, which puts him into an unarranged overdraft position.

When Mr P's account goes into an unarranged overdraft position, he usually receives a text message from Santander on his mobile phone. He says the content of the messages are misleading as they say he might be charged interest if he doesn't pay money into the account by a certain time. He says that Santander's website says it doesn't apply charges for going into an unarranged overdraft, and so the messages are misleading which have caused him stress and anxiety.

Mr P first complained about this in 2024. He says Santander paid him £40 at the time and said that the messages would be amended going forward. He says he was happy to accept this as a resolution to his complaint. However, after Santander had told him it would fix the messages, he has continued to receive the same messages which imply he might be charged interest.

An Investigator considered the evidence provided by both parties, but they didn't uphold Mr P's complaint. While they recognised that the information included in the alerts was causing Mr P distress, they explained that the content of the alerts can't be tailored, and that essentially, they couldn't force Santander to change this. The Investigator explained that Mr P could turn off these types of alerts if he wanted to, and confirmed that any of the alert's contents that relate to charges or interest (on an unarranged overdraft) didn't apply to Mr P.

Mr P didn't agree with the Investigator's view. He reiterated the points he had previously made about conflicting information and referred to different rules that he felt Santander hadn't complied with. Ultimately, he wanted an Ombudsman to investigate his case and order Santander to change the wording in the template SMS it uses to remove the part about interest and pay him further compensation for the distress and inconvenience he is caused.

Because an agreement couldn't be reached, the complaint has been passed to me to decide on the matter.

I previously issued a provisional decision on this case. That's because it was my intention to come to a different outcome to the Investigator. Because of this, I wanted to give both parties the chance to respond with anything further information they wanted me to take into account before I came to my final decision on the matter.

I have copied my provisional findings below, which also form part of this final decision.

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

Having considered everything, it is my current intention to uphold Mr P’s complaint. I have read and taken into account all of the information provided by both parties, in reaching my decision. If I’ve not reflected something that’s been said it’s not because I didn’t see it, it’s because I didn’t deem it relevant to the crux of the complaint. This isn’t intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don’t think it’s necessary to get an answer, or provide my own answer, to every question raised unless I think it’s relevant to the crux of the complaint.

I can understand that it must be frustrating for Mr P to receive information that isn’t tailored to the specific situation he is in. I have to agree that the information should be more accurate – especially given that Santander is able to tailor its email alerts to include the correct information. That said, I can’t order Santander to change its systems. I have noted Mr P’s comments that Santander must have the logic to be able to make these changes – given that the emails he receives are correct. I can see why Mr P might feel this way; but as I’ve explained, I can’t force Santander to make the changes Mr P wants it to. I can see that Santander has explained to Mr P that it has shared the information provided by him internally, so it can consider making changes to its process in the future – I think this is fair in the circumstances. I would urge Santander to consider making these changes, as the current information in some of the messages Mr P is receiving isn’t correct. I say this because some messages say he ‘might’ be charged interest, which when reading the terms and conditions of the account, it doesn’t appear he would be. So these types of messages aren’t accurate.

I think it’s probably fair to conclude here that Mr P would likely be caused some level of distress and confusion when he receives a message saying he might be charged interest when he won’t be because of the particular terms and conditions of his account. So I do think Santander should pay Mr P something to reflect the impact of the unclear information.

I know Mr P is aware that he won’t be charged interest or other charges when he goes into an unarranged overdraft. So, I’m satisfied that the impact to him is likely to be more of anxiety and confusion – as he’s said is the case. He also hasn’t been charged for going into an unarranged overdraft position as far as I’m aware and so there has been no financial loss to him. For this, I think Santander should pay Mr P £50 compensation to recognise the impact matters have had on him.

I will add here though that it doesn’t appear that Santander will be making a change to its messaging anytime in the foreseeable future. So Mr P will need to decide how he minimises the impact to himself going forward – whether this is by way of turning off the alerts he receives by SMS or accepting that some of the information in the SMS doesn’t apply to him.”

Mr P didn’t respond to the provisional decision, so I’ve assumed he has nothing further to add.

Santander responded but it didn’t agree that including ‘might’ in a message should warrant compensation.

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 considered all of the evidence again, I will be upholding Mr P's complaint for much of the same reasons as set out in the provisional decision.

In response to Santander's point; the SMS's it is sending Mr P aren't accurate and have caused Mr P some level on confusion and inconvenience, in so far as not being completely clear on the position of his account. Because of this, I am satisfied that a small amount of compensation is warranted to reflect the impact he says this has had on him. However, as I explained in the provisional decision, I would expect Mr P to take steps to mitigate the impact the messages have on him.

Putting things right

Santander should put things right for Mr P by paying him £50.

My final decision

For the reasons set out above, I uphold Mr P's complaint. I order Santander UK Plc to put things right for Mr P by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 6 January 2026.

Sophie Wilkinson
Ombudsman