

## **The complaint**

Santander UK Plc ('Santander') provided Mr S with an overdraft of £100 in January 2020.

Mr S says Santander shouldn't have agreed to the overdraft given his financial circumstances.

## **What happened**

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my 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 set out our general approach to complaints about unaffordable or irresponsible lending on our website, and I've kept this in mind in deciding Mr S's case.

I've decided that Santander acted fairly because:

- I think the checks it used when agreeing the overdraft were reasonable and proportionate, given the relatively modest overdraft being granted and what it already knew about Mr S's financial situation. The checks included looking at Mr S's income and the credit he already owed elsewhere. What the checks found didn't suggest that Mr S was having financial difficulties or was likely to have been overindebted.
- I agree though that Santander ought to have done more to properly monitor Mr S's overdraft use and support him. By August 2021 there were sufficient signs that his financial situation was deteriorating. In December 2024 Mr S received a lump sum which he could have used to pay off his overdraft, but he didn't. So I think Santander has acted fairly in upholding his complaint between August 2021 and December 2024 – but no later - and compensating him as we would expect.

All of this means I don't think Santander needs to do anything more to compensate or otherwise help and support Mr S.

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 Mr S or otherwise treated him unfairly. I haven't seen anything to suggest that s.140A or anything else would, given the facts of this complaint, lead to a different outcome here.

I know this won't be the outcome Mr S wanted as I've seen he was hoping for a little extra compensation by way of a goodwill gesture for inconvenience caused. I don't think based on what I've seen that any such additional compensation is needed. So, for the reasons above, I'm not asking Santander to do anything more to put things right.

**My final decision**

My final decision is that I'm not upholding Mr S's complaint about Santander UK Plc and so I won't be asking it to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 January 2026.

Michael Goldberg

**Ombudsman**