

complaint

Mr B feels that the Santander UK Plc ("Santander") has treated him unfairly in relation to certain transactions on his account.

background

Mr B says that he has lost out because due to floor limits when he authorised transactions there was no check performed to see whether there were sufficient funds in the account to cover the transactions he authorised. As a result of these transactions taking Mr B overdrawn he then incurred some bank charges as a result. Mr B wants a refund of these charges plus compensation for time and expenses.

Mr B complained to Santander and it didn't agree. The adjudicator did not uphold the complaint. Mr B does not agree so this complaint has been passed to me.

my findings

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

I see that Mr B does not dispute that he made the transactions on his account, including those that took him into being overdrawn. Such an authorisation is an instruction to his bank to pay that amount. So if Mr B didn't monitor his account sufficiently to know whether he had sufficient funds or not when he made transactions then that is his responsibility.

Mr B points to floor limits being responsible for this. However as he hasn't disputed authorising the payments so it seems reasonable for the bank to follow his instruction to pay the transaction he instructed it to pay. Furthermore floor limits are limits set by the merchant and are in line with their risk appetite in relation to such transactions. These are set by the merchant and if Mr B thinks they've been set wrongly he should take up that complaint with the merchant in each case. Having said that as he authorised the transactions initially I don't see what the bank has done wrong. It is for Mr B to only spend what he can afford.

Mr B has said bank accounts should make accounts understandable to "*the man on the street*". Having considered the relevant terms and conditions I think it's plain that the account holder is responsible for the transactions they make.

Mr B has also complained about a variety of other issues around the status of transaction networks and "risk" being attached to terminals. I don't find these persuasive. It's clear Mr B made the transactions and so should be responsible for them. Certain bank charges were then applied due to being overdrawn. I've looked at these for the appropriate period and I don't think they've been applied wrongly.

Mr B has also said that he didn't have a requirement to closely monitor transactions when he'd not been advised he'd gone overdrawn or his account allowed him to do so. However I don't think it would be fair for Santander to have to pick up the costs of Mr B's spending when I'm not persuaded it has done anything wrong around this spending.

Lastly Mr B has complained about how Santander dealt with his complaint and that it is "*reasonable we should expect some financial compensation*". Although it seems there are

certain things which Santander could have done better I don't think it was sufficient to warrant any payment to Mr B.

In short I've considered everything that Mr B has said. I don't think any part of this complaint should succeed. I appreciate this will be a disappointment to Mr B.

My final decision

For the reasons I have explained, my final decision is that I do not uphold this complaint against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B to let me know whether he accepts or rejects my decision before 21 December 2015.

Rod Glyn-Thomas
ombudsman