

complaint

Mr L complains that Santander UK Plc did not do enough to help him when he told it he was in financial difficulties. He wants some overdraft fees to be refunded.

background

Mr L had a current account with Santander which was overdrawn. He incurred authorised overdraft charges of £1 a day. He does not complain about the charges themselves. But he says that he could not afford to pay them until he was paid, which was five days after the day on which the charges were applied to his account (the statement date). By then the charges had pushed his account balance beyond the agreed overdraft limit, resulting in unauthorised overdraft charges.

Mr L says he phoned Santander to tell it that he was struggling, but it didn't help him at first. Later, in December 2017, Santander moved the statement date to his payday, five days later, when he could afford to pay the charges. Mr L complained to Santander about its failure to do this sooner, when he'd first reported that he had a problem. Santander told him: "this service is something we do not promote, however it is something we are able to offer where applicable."

Mr L brought this complaint to our Service. He said that he had previously asked Santander to move the statement date and it had refused. He asked to be refunded the unauthorised overdraft charges.

Our investigator did not uphold this complaint. She listened to Santander's recordings of all the phone calls Mr L had made since June 2017, and was unable to find any evidence that Mr L had ever asked Santander to change his statement date. She said he had only asked for help, and Santander had helped him by waiving some charges and refunding some others. She thought that was enough.

Mr L was sure that he had asked Santander to move his statement date. But alternatively, he argued that Santander should have proactively offered to do so without waiting to be asked. He asked for an ombudsman's decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I do not uphold it. I will explain why.

I have listened to all of the call recordings, and there was no discussion at all about the issues raised in this complaint. I have also seen an email Mr L sent to Santander on 20 November 2017, in which he explained that he was struggling to pay the charges as he was going through a divorce. He asked Santander to waive the unauthorised overdraft charges, because he had no means to pay them until his next payday. He did not ask Santander to change the date on which the charges were imposed.

Santander waived the charges for December, and returned the charges for January.

I agree that it would have been better for both Mr L and Santander if the statement date had been moved back a few days to coincide with his payday. He could then have paid the charges, and Santander would not have had to waive them. Someone at Santander now

appears to recognise this, since the author of Santander's final response letter said that she had suggested to her colleagues that Santander should begin offering this service to its customers in appropriate cases. (I don't know if Santander has adopted this new policy or not.)

However, it is not for me to tell Santander what its policy should be. Instead, my role is to decide whether it followed the policy it had in place at the time, as well as any relevant regulations or best practice guidelines. And in November it was not Santander's policy to proactively to tell its customers that it could do this.

What Santander was obliged to do was to treat Mr L positively and sympathetically. I think that it did do this, by waiving or refunding the charges. As long as it responded to Mr L's plea for help, it does not have to do so in a particular way – it can choose from a range of solutions. I can't hold it to one specific solution. So I'm unable to say that Santander made an error by not telling Mr L that it could move his statement date. I agree that it did enough.

my final decision

So my decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 19 April 2018.

Richard Wood
ombudsman