

## **complaint**

Mr Q complains that Santander UK Plc has applied charges to his account when it has been overdrawn. He would like the bank to waive the charges.

## **background**

Mr Q says he uses this account to pay direct debits. From time to time before October 2012 the account was overdrawn and charges for an unarranged overdraft were applied. Since October 2012 it has been continuously overdrawn. Mr Q says the bank should have told him when his account was overdrawn. He says that he was unable to access online banking because Santander didn't send him a password.

The bank says that Mr Q receives statements for his account by post. It has checked that they have been sent to the right address and can't find any reason why he wouldn't have received them.

The adjudicator didn't uphold the complaint. She said that it wasn't until November 2012 that Mr Q had a problem logging in to his account. She said that although Mr Q had phoned the bank in August 2012, there was no evidence that he'd attempted to contact it after that. She thought that if Mr Q had had problems accessing information about his account he could have gone to the branch or used a cash machine.

Mr Q originally complained to this service in 2012. He didn't accept the adjudicator's decision in March 2013 and asked for it to be reviewed. Due to an administrative error his request was overlooked until recently. The bank has agreed not to add any more charges for the time that Mr Q has been waiting for a final decision, so he has not suffered any financial loss as a result of this delay.

## **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 agree with the adjudicator for the same reasons.

In 2009 the Supreme Court decided that charges of this sort could not be described as a penalty. In this case there is ample evidence that Mr Q was provided with the information he needed to manage his account and avoid incurring charges by making sure there was enough money to cover the direct debits going out every month.

The evidence that he had difficulty accessing his account online is limited, but even if this was the situation, he could have monitored his account in other ways, by reading his bank statements, or making a balance enquiry or requesting a duplicate statement either by going into a branch, using a cash machine, or phoning the bank.

There has been no error on the part of the bank. The account has frequently been overdrawn. Under its term and conditions the bank is entitled to charge Mr Q for this.

**my final decision**

My decision is that I do not uphold the complaint.

Melanie McDonald  
**ombudsman**