

### **complaint**

Mrs R complains that, when she transferred her account to Halifax, Santander UK Plc failed to transfer all of her direct debits. As a result, she incurred unpaid direct debit fees and overdraft fees and charges, which she wants refunded.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld. She did not conclude that Santander had made an error because it gave instructions to Halifax to transfer all of the direct debits. She considered the bank's offer to refund fees of £680, provided Mrs R repays the remaining overdrawn balance of £157.93, to be fair and reasonable.

Mrs R responded to say, in summary, that she wants all fees and charges to be refunded, plus the £680 paid into her account.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs R and Santander have provided.

Santander has shown that it gave Halifax details of 13 direct debits to be transferred to Mrs R's new account. There was no responsibility on Santander to check that all of the direct debits were transferred. Mrs R kept her Santander account open to receive some regular credits and she continued to spend on the account. Whilst I appreciate she was experiencing a particularly stressful personal life at the time, it remained her responsibility to regularly check her statements and account balance and she reasonably should have realised some of the direct debits were still being presented to her Santander account.

Santander has waived charges of £175 and it has offered to refund charges of £680 if Mrs R repays the remaining overdrawn balance of £157.93. I consider this to be fair and reasonable.

**My final decision is that I do not uphold this complaint.** I leave it to Mrs R to consider whether, on reflection, she wants to accept Santander's offer.

**Under the rules of the Financial Ombudsman Service, I am required to ask Mrs R either to accept or reject my decision, before 25 June 2013.**

*Elizabeth Dawes*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

### **ombudsman notes**

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.