complaint

Mrs W is unhappy with the overdraft charges on a bank account she had with Santander UK plc.

background

Mrs W had a joint bank account with Santander. This was in the names of her and her ex-partner, Mr C. The account was used to receive rental income and make mortgage payments on rental properties they had. Mrs W split up from Mr C in 2009.

Mrs W says she had an informal agreement with Mr C not to make withdrawals from the account – but he didn't stick to this. She says Santander knew about this but let Mr C take money out of the account which was overdrawn. Mrs W says the overdraft charges are unfair. These have led to her being in financial difficulty.

Our adjudicator found there had been problems with the account. But she said Santander dealt with these – it had given Mrs W compensation. The adjudicator found Santander added the overdraft charges correctly. She also said the bank didn't know about Mrs W's financial difficulties.

Mrs W wants an ombudsman to look at her case. She says Santander made repeated mistakes while she was financially vulnerable.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm satisfied Santander has acted fairly here.

I can see Mrs W was unhappy with Santander in July 2011. I've looked at Santander's records. These show that Mrs W was told that she could be removed from the account if she asked for this in writing. But this was wrong.

It was a joint account. Mrs W and Mr C were joint and severally liable for the overdraft debt. This meant that both of them would need to agree for Mrs W to be removed from the account. Santander accepts what it told her was wrong. It paid her a total of £50 for this. I'm satisfied this was fair.

Mrs W says she split up with Mr C in 2009. She says there was an arrangement between the two of them not to withdraw money from the account. But Mrs W told us this arrangement was informal. Either of them could still take money out of the account without needing the other's approval.
Santander's records show the account was changed sometime in 2011 so that both Mrs W and Mr C had to sign before a withdrawal could be made. It isn't clear to me exactly when this took place but I've seen nothing to show this happened before August 2011.

In early July 2011, the account was already close to the overdraft limit – as it had been numerous times over the previous three years. I'm satisfied the overdrawn balance was a result of normal account spending – not because Santander did anything wrong.

I can see that Santander wrongly let Mr C order a new bank card in January 2012. He was then able to make three payments totalling £86.86. The bank accepted this mistake. It refunded the payments. It paid £50 compensation to the account. I'm satisfied this is fair.

I'm also satisfied our adjudicator rightly told Mrs W that Santander can apply charges in line with its terms and conditions. We can't look at if the overdraft charges are unfair or too high. We can check if the charges have been correctly added. I've seen nothing that show Santander has made a mistake when adding the charges to the account.

Mrs W says the overdraft charges caused her financial difficulty. So I would then expect Santander to treat her positively and sympathetically. But I can't see that Mrs W told Santander she was having trouble until she complained in 2015. The account was already closed by this time. It was closed three years earlier.

Santander couldn't now be positive and sympathetic for what happened in the past - for an account that has been closed for some time. I can see that in 2015 the bank gave Mrs W details of debt advice organisations if she was still having problems. I'm satisfied this is reasonable.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 30 October 2015.

John Miles
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