

complaint

Mrs A complains that Santander removed various facilities from her account without prior notice and has not provided a reason or an explanation. She wants an explanation for what happened, assurances it will not happen again and adequate compensation.

background

In September 2011 Mrs A's overdraft limit was withdrawn and she says she did not receive any notice. Santander says it would have sent written notice but has not provided any evidence. The bank refunded a £20 charge caused by the loss of the limit and paid her £50 compensation. A new overdraft limit was agreed but 2 months later this was also withdrawn and Mrs A says again she did not receive any notice. The limit was reinstated. The bank has suggested that notices may not have been sent because other mail had been returned to it undelivered from that address.

Santander also withdrew Mrs A's telephone banking facility. The bank says this was due to a previous unsuccessful login but has not provided evidence of this. Mrs A disagrees that this happened. Mrs A's online application for a new chequebook was declined. The bank has explained that this was because of the number of cheques already provided. It has acknowledged that the quality of its service has been unsatisfactory and has offered Mrs A £150 in compensation. This is in addition to the £50 already paid. (The bank's final response of 22 March says compensation of £105 in the body of the letter but the acceptance form says £150. The bank's internal notes also show that the compensation was calculated and offered at £150). Mrs A has declined this offer.

The adjudicator recommended that the complaint should be upheld in part. He concluded that the bank could not offer assurances that the overdraft would not be altered in the future as the terms and conditions of the account allowed it to do this. He considered that the bank's service had been unsatisfactory. But he considered that the bank's offer of compensation was fair and reasonable. Mrs A did not agree and she wants additional information and assurances it will not happen again.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I fully recognise that Mrs A did not receive written notices that her overdraft limits were being withdrawn. On the evidence provided I cannot be sure if they were sent and if so why they were not received. I find the bank's explanations unconvincing. But the bank has apologised for any inconvenience caused, it has refunded all charges and paid £50 compensation. Mrs A has not suffered any financial loss and on balance I do not consider it necessary to require it to provide further information on these issues at this time.

The terms and conditions of Mrs A's account allow the bank to amend or withdraw an overdraft without any prior notice. I cannot require the bank to provide the assurances that it will not do this at some point in the future. I fully understand Mrs A's disappointment and frustration with the service she has received from Santander. The responses by the bank to Mrs A's queries and its handling of the complaint have been very poor - answers have been unclear and inaccurate. But I conclude that the bank's offer of a further £150 compensation for the distress and inconvenience this has caused is fair and reasonable.

my final decision

My final decision is that I uphold this complaint in part and I order Santander UK Plc to pay Mrs A £150 in full and final settlement.

John Thornton
ombudsman