

## **complaint**

Miss D complains about the way that Santander UK plc has dealt with the overdraft on her account.

## **background**

Miss D had an overdraft on her account and had agreed a reducing overdraft limit with Santander. However, Santander added the reducing overdraft limit to her existing overdraft limit (in effect doubling it) and Miss D used the additional money. Her account has been passed to a recovery agent with which Miss D has agreed a repayment plan. She complained to Santander about its handling of her account but was not satisfied with its response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. He concluded that Santander had made an error when it increased Miss D's overdraft but that she had had the benefit of the funds that she used. He noted that Santander had paid £100 compensation to Miss D for its error and had offered to refund charges totalling £105 which he considered to be fair and reasonable.

Miss D has asked for her complaint to be considered by an ombudsman and says that some of the money was withdrawn by a friend to whom she had given her card and account details when she was in hospital.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Santander accepts that it made an error when it added the reducing overdraft limit to Miss D's existing overdraft limit. It has paid her £100 compensation because of its error. However, Miss D used the additional money to which she had access and increased her overdraft. She received the benefit of the goods and services which she paid for using that money. Miss B says that some of the money was withdrawn by a friend to whom she had given her card and account details. However, in doing so, she authorised her friend to make those withdrawals and, as far as Santander is concerned, those withdrawals were made by Miss D and she is responsible for them. I consider that to be fair and reasonable.

Santander was then unable to reinstate the reducing overdraft that had originally been agreed because Miss D's spending had increased her overdraft. Santander reduced Miss D's overdraft limit which caused some payments to be returned unpaid and charges to be applied to her account. Santander has offered to refund £105 of those charges to Miss D's account. It then closed Miss D's account and passed her outstanding debt to a recovery agent with whom Miss D has agreed a repayment plan.

In paying £100 compensation to Miss D and offering to refund £105 of charges to her, I consider that Santander has acted fairly and reasonably. I am not persuaded that it would be fair or reasonable for me to require it to write-off all or part of her overdraft or to bring her debt back from the recovery agent.

**my final decision**

For these reasons, my decision is that, in full and final settlement of Miss D's complaint, Santander UK plc should refund to her charges totalling £105.

Jarrold Hastings  
**ombudsman**