

## **complaint**

Miss H complains that Santander UK Plc has applied unfair charges to her account, for overdraft borrowing, over the last six years. She said texts Santander was supposed to be sending to help her manage her overdraft were often wrong, and her overdraft amount was wrong too.

## **background**

Miss H said she was having financial difficulties. Santander had been charging her a lot for borrowing, and she didn't think that was fair. She said that the text messages it was supposed to be sending her to alert her to her overdraft use were often wrong, so they didn't help. And she didn't think that Santander had got the right amount for her overdraft either.

Miss H told Santander about her financial problems, but she said it was still applying charges.

Santander said that all the arranged overdraft charges on Miss H's account had been applied in line with its terms and conditions. And a court case meant that its unarranged overdraft fees couldn't be challenged as unfair. It wouldn't pay the charges back.

Santander showed us the text alerts Miss H was set up to receive. It said it had previously paid some compensation for a complaint about text messages, because in that instance it wasn't sure that the right text alert had been sent. But the more recent example she'd given in her latest complaint wasn't a mistake. Alerts reflect the balance of her account at the time when they're issued, but the balance can change after that. So it didn't think it had made a mistake. If she wanted to complain about other, specific instances of incorrect text messages, Santander said she could tell it about those, and it would look at them.

Santander also showed us Miss H's overdraft was set at the level she said it should be at. It didn't think she'd actually complained to it about that, but it said there wasn't a mistake here anyway. Santander said Miss H hadn't told it before that she was in financial difficulties, but if she would like to talk to its financial support team now, they would try to help her.

Our investigator said charges couldn't be challenged on the grounds they were too high, and he'd checked they'd been applied correctly. They usually are, as the process is automated.

Our investigator didn't think that Santander had made a mistake with the text alert it send on 26 October. He said that she cold complain to Santander about other texts if she thought there had been more mistakes. We couldn't comment on them until Santander had.

Our investigator said the amount of Miss H's overdraft was what she'd told us it should be. Our investigator also said that Miss H had only just told Santander about her financial problems. He thought it had responded appropriately.

Our investigator didn't think that Santander had to do more now, so he didn't think this complaint should be upheld.

Miss H didn't agree. She wanted some time to speak to the charity advising her on her debt problems, then she wrote to us to raise a number of new issues. And Miss H also said she'd tried to get Santander to help her with her financial problems, and it wouldn't.

Our investigator said that he'd separate out her complaint into issues that Santander had already had a chance to address, and those it hadn't. The issues Santander has had a chance to address would form part of this complaint, and would go to an ombudsman for a final decision. The other issues, which included concerns about text alerts and about her overdraft, could form a new complaint.

Miss H still wanted Santander to help with her financial problems, and said she wasn't getting help. Our investigator said we could only consider things up to the date of her complaint, so we couldn't help with her recent efforts to get Santander to support her with her financial difficulties. But our investigator made sure that a new complaint about this was lodged with Santander. The case was then passed to me for a final decision.

### **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've reached the same overall conclusion on this complaint as our investigator, and for broadly the same reasons.

There are now three points to this complaint – was Miss H wrongly charged for overdraft lending by Santander, was her overdraft at the right level, and was a text alert issued on 26 October wrong or misleading?

Santander has correctly pointed out that a court case in 2009 means that unauthorised overdraft charges can't be challenged as unfair. That means our service won't usually ask a bank to pay those back. And, as our investigator has said, the charges for Miss H's authorised overdraft were applied in line with the terms and conditions of her account.

I've looked through Miss H's statements for the last six years, and I don't think that Santander should've realised that Miss H was in financial difficulties.

Taking account of all of this, I don't think Santander has to pay back the fees Miss H has paid over the last six years. And I also think that Santander has responded appropriately to Miss H's initial contact about her financial difficulties. It offered the details of its specialist team to help with this.

Miss H says that she's contacted Santander about this since, and it hasn't actually helped her. Our investigator explained that our service would want to give Santander a chance to put this right, before we took forward a complaint about that, and I understand she's now complained to Santander about this.

Miss H said she thought her agreed overdraft should be £400. Santander said that's what it was, and it's showed us that this overdraft limit has been the same since 2013.

Santander didn't think it had made a mistake with the 26 October text alert that Miss H complained about. It's explained why the amount it included in the text alert wasn't the same as the balance when she checked. Miss H has contacted us since to say she's discussed this with Santander, and she's now clear on how these alerts work. I'm glad to hear that.

I've considered all the points that fall within this complaint carefully, and I don't think this complaint should be upheld. Our service will respond separately on other complaint points in due course, if Miss H brings those to our service.

**my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 6 September 2019.

Esther Absalom-Gough  
**ombudsman**