

complaint

Ms E complains that after she had asked for an account to be closed, Santander continued to try to make payments, and this has led to fees and charges. She now owes Santander £489.36 and wants the bank to cancel this and amend any adverse entries on her credit record.

our initial conclusions

The adjudicator did not recommend that this complaint should be upheld. He concluded that Santander had followed Ms E's instructions when she was transferring accounts to another bank, and that some fees accrued correctly before Ms E complained. She has subsequently not cleared a small overdraft balance which has led to more fees and recovery action. Ms E says she expected the two banks to clear any fees that arose because of the transfer and has asked for an ombudsman's review.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Ms E and Santander have said and provided.

Ms E had two accounts with Santander and was trying to switch one to another bank and close both. I can see that Santander provided information on one account and closed it in accordance with Ms E's instructions. I can also see that the closure instruction she used had been amended so only one account was closed – which then led to the cycle of fees and charges. I am satisfied that these were applied correctly as Santander had no initial instruction to close the second account.

When Ms E complained about this, Santander did refund some fees as a gesture of goodwill, which I consider to be fair and reasonable. If Ms E had paid the remaining small balance and then complained, she could have avoided the later charges, but she did not. I cannot therefore conclude that these charges were incorrect or unfair, or ask the bank to amend any credit record information.

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms E either to accept or reject my decision before **30 May 2013**.

signed:

date: 30 April 2013

Susan Peters

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.