

complaint

Miss K complains that Santander UK Plc allowed her account to go into overdraft, and then applied very high charges because of that.

background

Miss K said that her Santander account isn't her usual account. She doesn't use it every day. She used it for a few small transactions at the end of March and start of April this year. The transactions all went through, so she assumed she had the money in her account. It was a particularly busy period in her personal life, and she was away from home, so she didn't check the account again until June. Then she discovered that she'd gone into unauthorised overdraft by less than forty pounds at the start of April. The charges for that overdraft had mounted up, and she owed almost £400 in charges. She didn't think that was fair. She said she'd asked Santander not to give her an overdraft when she opened the account, so she didn't think it should've made these payments. She didn't think she should have to pay the charges.

Santander said that it had written to Miss K three times during that period. It said that the charges had all been incurred in line with the terms and conditions of her account. It waived half the charges she'd already run up, and said that it would freeze the charges for a while to allow her to pay off the debt. But it said that she had to pay half the charges, which was £190, as well as her original debt.

Miss K said she would pay off the original debt. But she wouldn't pay the charges. She complained to this service about them.

Our adjudicator didn't uphold this complaint. He said that retailers don't check all their transactions with the bank. Most have an agreed amount that they can process payments for without needing to be sure that the customer has that money in their account. So he didn't think that Santander had done anything wrong when it paid the amounts that Miss K had spent.

Our adjudicator explained to Miss K that the terms and conditions of her account mean that when she uses the card, she's agreeing that Santander can take the money from her account. And if she uses her card when she doesn't have any money in that account, then Santander will treat that as a request for an unauthorised overdraft. He said that it's her responsibility to make sure she keeps an eye on the account to make sure there's enough money in it if she doesn't want to go into unauthorised overdraft.

Our adjudicator said that he'd checked, and the charges on Miss K's account had been applied in line with her terms and conditions. And he said that Santander had written to Miss K to tell her about the charges. So he didn't think it had done anything wrong. He also said he could see that Santander had tried to help Miss K, by refunding half the charges she had run up. He didn't think it had to do more than it had done.

Miss K didn't agree with that. She said that this wasn't her main account, and she didn't feel the need to open her statements because there was no money in the account. And she said that she'd explained that this was an unusually busy time in her personal life. So she said she expected that Santander wouldn't have asked her to pay the charges. Because Miss K didn't agree with our adjudicator, the case was 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 conclusion as our adjudicator, and for the same reasons.

I can see that Miss K ran up her small unauthorised overdraft through a series of small transactions. The terms and conditions of her account make clear that Santander can take that money from her account, and that it will treat those transactions as a request for an unauthorised overdraft. So I don't think that Santander did anything wrong when it took the money from those transactions from her account, and when it put an unauthorised overdraft on her account to pay for them.

Miss K said she knew that there was no money in her account, so she didn't think she needed to check it. But this service does usually expect that people will keep an eye on their accounts. Because Miss K didn't do that, the charges on her account built up. I can't see anything that suggests to me that those charges weren't applied in line with the terms and conditions of her account. So I don't think that Santander did anything wrong when it applied those charges.

I know that Miss K has told us that her personal circumstances at this time were unusual. She was extremely busy, and away from home for some of the time. But that isn't Santander's fault. It wrote a number of letters to her to tell her about the charges on her account. If Miss K didn't get those letters, or if she was too busy to open them, then Santander doesn't have to waive all the charges because of that.

I can see that Santander has refunded half of the charges that it applied to Miss K's account, and suspended any charges while her complaint was being considered by this service. I don't think that Santander has to do any more than that.

Overall, I think that Santander has acted in line with the terms and conditions of Miss K's account. And it has reduced the debt that Miss K has run up. So I don't think Santander has been unreasonable or unfair.

I know Miss K will be disappointed, but I don't think this complaint should be upheld.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 6 November 2017.

Esther Absalom-Gough
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