

complaint

Mrs R complains that Santander UK plc didn't tell her it was going to take away her overdraft facility. This caused her some embarrassment and inconvenience. She'd like compensation.

our initial conclusions

Our adjudicator didn't uphold the complaint. She found Santander had given notice of withdrawing the overdraft. And felt the total compensation of £105 paid for costs and inconvenience was fair. Mrs R doesn't agree. She says she didn't get a letter giving her notice. And she wants £1,000 compensation.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I can understand Mrs R found it embarrassing and inconvenient when Santander withdrew her overdraft facility. But I've seen the letter Santander sent in May 2016. This gave notice the overdraft would be withdrawn in July 2016. Mrs R says she didn't get this. I don't know why. The letter was correctly addressed. I've also seen Santander's terms and conditions which allow it to make such changes. I don't think Santander is at fault here.

Mrs R says taking away the overdraft gave her financial problems. She says she couldn't pay her bills. We expect banks to respond positively when customers have financial problems. Santander reviewed its decision about the overdraft. But didn't change it. This is a commercial decision it's entitled to take. And not for me to interfere with. But Santander has refunded £25 of fees. And credited Mrs R's account with £80 for distress and inconvenience. It also set up a temporary overdraft facility. And has offered to consider any charges Mrs R has incurred from third parties as a result of her overdraft being withdrawn. I think Santander has responded positively and sympathetically to Mrs R's situation. This is what I would expect it to do. So I don't think I can reasonably ask Santander to further compensate Mrs R. **My final decision is that I don't uphold this complaint.**

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs R either to accept or reject my decision before 31 October 2016.

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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.