

### **complaint**

Miss U complains that the address details for her account were not updated by Santander UK Plc and, as a result, she was unaware she had an unarranged overdraft, for which she was accruing charges. She seeks a full refund of the charges, and compensation for distress and inconvenience. The bank responded by refunding the charges (£230), and paying £75 to Miss U as a goodwill gesture.

### **our initial conclusions**

Our adjudicator proposed that Santander should pay Miss U an additional £75, which the bank agreed. Miss U also initially accepted the proposal, but Miss U then received from the bank a default notice for the account, which she found threatening and unacceptable. In response, our adjudicator ensured that all collection activity was put on hold while this complaint was being investigated, and recommended that Santander should pay Miss U a further £50, which the bank agreed. Miss U rejected the recommendation, but said that she would accept a further £100.

### **my final decision**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I find that I have come to the same conclusion as our adjudicator, for the same reasons.

Santander has, appropriately in my view, refunded the unauthorised overdraft charges applied to Miss U's account. It has also paid £75 and agreed to pay a further £125 in compensation. Our adjudicator does not consider an increase of £50 to these payments would be appropriate in the circumstances, and I agree with her.

**My decision, therefore, is that Santander UK plc should pay Miss U a further £125 in compensation for distress and inconvenience.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Miss U either to accept or reject my decision before 11 July 2013.**

*Roy Mawford  
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.