

## **complaint**

Mr H complains that Santander UK Plc didn't notify him when he had insufficient money in his account for his direct debits to go through.

## **background**

Mr H has incurred charges on his account because he didn't have enough money available to cover his direct debit. He was also charged for not having an arranged overdraft. He's also unhappy that he didn't receive a text alert to let him know there wasn't enough money in his account to cover his direct debit.

Santander said they had previously refunded a charge as a gesture of goodwill but they hadn't agreed to refund these ones. They also told Mr H on a call previously that the text alerts shouldn't be relied on and that he should monitor his own account.

Mr H complained to our service. The case was considered by one of our investigators who concluded that the complaint shouldn't be upheld. She said the terms and conditions of the account were clear and Santander also reminded Mr H that he needed to monitor and manage his own account. So she didn't think that Santander had done anything wrong.

Mr H wasn't happy with this opinion. He said:

- his father had similar problems and Santander acknowledged their failure – but we didn't mention that
- because Santander paid the direct debit they charged him for being overdrawn and this was against his instructions
- the charges that he disputes are a result of the 'text alert' failure
- Santander refunded him previously so a precedent was set
- he wants the term 'alert' to be dropped from Santander's description

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've reached the same overall conclusions as the investigator and for broadly the same reasons.

Mr H has mentioned a complaint that his father had with Santander where they acknowledged their failings. But this isn't something that I can comment on because Santander and our service would review each complaint on its own merits.

What I need to look at first is if the charges have been applied to Mr H's account correctly. The account's terms and conditions explain that if a payment is attempted and there isn't enough money in the account, Santander may let the payment go through. They continue to say if a payment is made, it would mean that it would take someone into an unarranged overdraft which may incur a paid transaction fee. They also say that if the payment is not made someone might incur an unpaid transaction fee. Mr H has said that if he didn't have enough money in his account he didn't want the direct debit to be paid. But the account

doesn't work like that. I think these terms and conditions are clear and highlight how these charges work.

Mr H has said he should've received a text alert to let him know there wasn't enough money in the account to cover the direct debit. I have listened to a call between Mr H and Santander where it was previously agreed that they would refund charges for him as a gesture of goodwill. On this call Santander made it clear to Mr H that he shouldn't rely on the text messages as they were not guaranteed and may not be sent due to reception problems. They said he would need to monitor his own account through online banking, telephone banking or through their branches. Mr H said on that call that now he was aware of that, he would do that from now on.

Mr H also said that Santander had gone against his instructions not to pay direct debits if he didn't have the money available in his account. I haven't seen other evidence of this arrangement and I think it's unlikely that Santander would agree this as a one off for a consumer. And as I've said, I'm satisfied that Santander made it clear to Mr H how his account should be monitored and not to rely on the text alerts alone.

I can see that Santander have refunded charges for Mr H previously. But just because they did this before – it doesn't mean that they must do it again. The call I listened to also made it clear that it was a one-off gesture of goodwill because of the circumstances that Mr H found himself in at that time. So I don't think it's fair to say that a precedent was set around this – because it wasn't.

Mr H wants Santander to drop the word 'alert' from their description because he feels it is misleading. It is not for us to tell Santander how to name their products or how to run their processes.

Based on everything I've seen, I can't say that Santander have acted unfairly or unreasonably so I won't be asking them to do anything.

### **my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 06 October 2017.

Maria Drury  
**ombudsman**