

complaint

Miss D complains about charges Santander UK plc has added to her current account.

background

Miss D went over her overdraft limit. She says she spoke to Santander and it said if she paid in £180 no more charges would be applied. But further charges were applied. And Miss D thinks these charges are unfair.

When Miss D complained to Santander, as a goodwill gesture, it waived over £100 of charges and fees.

The adjudicator did not recommend the complaint should be upheld. She had not been able to identify an error with how Miss D's account had been administered or found that Santander had treated her unfairly.

Miss D disagrees. In summary, she says Santander is required to keep copies of all calls for three years and so should provide a copy of the call when it said if she paid £180 into the account it would stop further charges being applied.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Miss D says she was told by Santander if she paid £180 into her account no more charges would be applied. She hasn't said what date this call occurred but it seems likely this call would be around the middle of November 2013. At this time Miss D was just over £180 overdrawn.

Unfortunately Santander hasn't been able to find a recording of this call. Miss D says banks are required to keep a recording of calls for three years. I am not aware of any such rule.

Without a recording to listen to I need to make a decision about what is most likely to have been said in such a call. I consider it unlikely a Santander employee would advise Miss D in the way she suggests. It doesn't make sense to me, as I would expect the Santander employee to realise Miss D had already incurred charges that month and any payment she made wouldn't prevent these. I consider the employee would be likely to advise her that to avoid charges in the future she should clear the overdraft. And as the overdraft was just over £180 Miss D might have concluded that was what she needed to pay. As it happens Miss D didn't pay £180 but instead only paid £150.

Like the adjudicator, I've looked at the charges applied and can see no reason for me to require Santander to refund them.

my final decision

My decision is that I do not uphold this complaint.

Nicola Wood
ombudsman