

complaint

Mr J has complained about how Santander UK plc treated him when he tried to get his overdraft moved to just one of his two accounts and the problems he had with his complaint.

background

Mr J had an account with Santander and an overdraft of £2,350. In January 2015 he opened another account with them and asked for a similar overdraft with his new account. This was turned down but as Mr J requested, Santander agreed to split the overdraft over both accounts. Later in the year Santander told him the monthly charges for his new account were increasing. He was unhappy about this as he'd just opened this account and felt he wouldn't have bothered if he'd known this would happen.

As Mr J wanted to close the newer of his two accounts, he asked to have his £2,350 overdraft reinstated on his older account. Santander said they wouldn't agree and also they'd not split the overdraft between the two accounts. Mr J knew this wasn't what happened so brought his complaint to the ombudsman service.

After investigating, our adjudicator pointed out to Santander their final response to Mr J was incorrect. Santander immediately offered him £50 for incorrect information they'd given. However our adjudicator didn't think this was enough as Mr J was a long-standing customer who didn't feel his loyalty had been valued. Santander agreed to pay £150 in total.

Mr J remains unhappy with that offer. He feels insulted by how he's been treated and the number of calls and visits he's had to make to the bank to sort out his problems. His complaint has been given to an ombudsman to make a 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.

It's worth starting with the overdraft issues. Mr J asked for an overdraft at the same level as he'd had but Santander weren't willing to agree. I don't think there's anything wrong with that as his bank are able to decide what level of overdraft they want to offer. And there's no doubt both parties knew shortly after Mr J applied for his new account what the outcome of that arrangement was.

I can see why Mr J felt he'd been misled when Santander increased the charges for his new account. But I can also see they wrote to him and told him what they were doing giving him enough opportunity to decide what he wanted to do. I know he feels he'd never have opened this account if he'd known the charges would increase within a year nor does he think his branch have been straight with him.

But I don't believe Santander has done anything wrong in deciding to increase their account fees. It's clear Mr J's account terms and conditions allow them to do this. It's also fair of them to decide not to give Mr J his original overdraft limit back on his sole account. That's their commercial decision and I don't believe they've acted unfairly.

Santander accepts they gave Mr J the wrong information when they wrote to him about his complaint. And I believe they appreciate why he's so upset. They quickly agreed to offer him £150 for the problems he'd had and I believe that amount is fair.

I know Mr J thinks £300 would be a fairer amount but I don't agree. I know he's spent time trying to get the right answer out of his bank. But the evidence shows Santander dealt with his request to have his overdraft split promptly. And I believe £150 is the right amount for how they managed his complaint.

my final decision

For the reasons above, my final decision is to instruct Santander UK plc to pay Mr J £150, as they've offered to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 11 April 2016.

Sandra Quinn
ombudsman