

### **complaint**

Mr J complains that Santander UK Plc told him that his overdraft facility would be free, but applied charges. He wants the free overdraft facility he was offered.

### **our initial conclusions**

Our adjudicator did not recommend that the complaint should be upheld. He found that Santander had accepted its mistake and had refunded the charges. He did not consider it reasonable that Santander should continue to offer an interest-free overdraft facility.

Mr J responded to say, in summary, that he thinks he is entitled to the free overdraft facility that he was originally offered.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr J and Santander have provided.

Santander has accepted that the call with Mr J was misleading and he should have been told that the overdraft facility was “fee free”, not simply “free”. However, when Mr J complained, it refunded all the charges that he had incurred as a result of this misunderstanding. I find this to be fair and reasonable.

I understand why Mr J thinks that Santander should offer him an interest-free overdraft regardless, but it is the role of this Service to put the consumer back in the position he would have been in had the error not occurred. Santander has already done that by refunding the charges and I am satisfied that Mr J would not have used the overdraft had he known about the interest; he cleared the balance as soon as he realised. I therefore do not consider it reasonable to expect Santander to now offer Mr J an interest-free overdraft with no time limit.

**My final decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr J either to accept or reject my decision before 25 June 2013.**

*Amanda Williams*

*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.