

## **complaint**

Mr B complains that Santander did not give him notice of changes to the charging structure for overdrafts on his account. He wants a full explanation and compensation for the inconvenience this has caused him.

## **background**

In 2010 Mr B had a current account which charged a daily overdraft fee with a monthly cap on the total cost. In March 2011 Santander increased the daily fee and the cap on the monthly charge. Mr B was not aware of this until he visited his branch in December 2011 and asked for a statement. Mr B moved his account to one which still had the lower charging structure. In March 2012 the bank increased the charges on this account and again Mr B was not aware until he visited the branch on other business in April 2012. Santander says that notifications of these changes were sent out as an automated process with customer statements in January 2011 and January 2012. For those customers like Mr B who receive online statements these changes were highlighted on the front page of the statement with details provided on a later page. Mr B says he did not receive these notifications. The bank has provided records which show that Mr B does not log in to his online banking frequently and that he did not log on at all between December 2010 and May 2011.

The adjudicator did not recommend that the complaint should be upheld. She concluded on balance that as Mr B had received his online statements he had also received the notifications of the changes. Mr B did not agree as the bank had not provided evidence that he had received the notifications.

## **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.

There is no suggestion that the charges were not applied to Mr B's account correctly or not in line with the terms and conditions in place at the time. The question is whether Santander met its obligation to provide Mr B with prior notice of the changes. I recognise that Mr B had not seen any notification and was not aware of the changes until he saw a statement in the branch at a later date. But I am also satisfied, on balance, that Santander sent the notice of these changes to Mr B. On the balance of probabilities I consider that Mr B received the notification of the changes to his account with his online statement – and Santander is not responsible for Mr B not accessing his online statements for a period of time. I conclude that Santander has not made an error and does not need to take any further action.

## **my final decision**

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

John Thornton  
**ombudsman**