

## **complaint**

Mr F complains that when he switched his current account to Santander UK plc it did not provide him the £1,500 overdraft he was led to believe he would get.

## **background**

In December 2013, Mr F asked to switch his current account to Santander. This switch was completed on 3 January 2014. Mr F says that when he was in the process of switching his account he said that he only wanted the Santander account if he got a £1,500 overdraft facility. When his account was switched, no overdraft facility was provided.

The bank says it told Mr F that it could not guarantee that an overdraft would be provided on the account and that Mr F agreed to the switch. It says that it has assisted Mr F in his request for an overdraft and waived charges on his account arising from unpaid direct debits and paid him £270 compensation for the stress this process had caused. The bank has now offered Mr F a £1,500 overdraft facility. It has also offered to refund a £25 charge that arose from one of his returned direct debits and agreed to refund any overdraft charges for four months from when the arranged overdraft is added to his account.

The adjudicator did not find that the bank had misled Mr F in regard to an overdraft facility being granted on his account. He found that the bank's package of refunds, compensation and offer of an overdraft facility was reasonable.

Mr F did not agree. He said the compensation provided was not enough.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The bank did not provide Mr F with the overdraft he had said he wanted when he switched his account. Because granting an overdraft facility is a commercial decision for the bank, I do not find that the bank did anything wrong by not offering this when the account was opened. However, I have looked into whether it did anything wrong by leading Mr F to believe he would get an overdraft at that time.

The bank has provided a statement saying that Mr F was told that the overdraft was not guaranteed and that when he was asked if he wanted to go ahead with the switch even though an overdraft had not been offered, he agreed. I accept that not getting an overdraft facility caused Mr F stress and left him with less access to credit. But because the overdraft was not guaranteed and the bank has explained that it does not match existing overdraft facilities as part of its switching process, I do not find that the bank misled Mr F.

Since Mr F opened his account with Santander I find that it has responded to his requests and tried to help him secure the overdraft he wanted. This has now been offered to him.

Because of the problems Mr F faced when he switched his account, the bank has waived fees which were charged on returned payments, offered to refund any overdraft charges for four months from when the arranged overdraft is added to his account and paid him £270 for the stress this process has caused.

I understand that Mr F does not consider this enough. But my role is not to punish the bank but where a mistake has been made to make sure that the customer is put back in the same position he would have been in had the mistake not been made and, where appropriate, to award compensation. In this case I find that the bank has tried to address the problems Mr F faced when he switched his account and had now offered to provide the overdraft he requested. Because the bank waived the costs that arose from payments being returned unpaid and has offered to refund a charge that arose from a returned direct debit, I consider it has done enough to cover any costs arising from this issue.

I accept that this issue has caused Mr F stress and I understand the inconvenience he has suffered. But I find the problems arose from a commercial decision made by the bank about whether to provide an overdraft when the account was opened, which I do not find unreasonable. I also find that the bank has assisted Mr F through this process. Because of this, I find that the £270 already paid is fair and reasonable.

**my final decision**

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

Jane Archer  
**ombudsman**