

complaint

Mr B complains Santander UK plc changed his account without telling him. He complains Santander charged him for going overdrawn when he didn't know he had an overdraft.

background

Mr B says in August 2014, Santander told him he'd been charged for being overdrawn. Mr B says the bank changed his account without giving him notice. He also says the new account was unsuitable because it allowed him to get overdrawn, which his old account didn't.

The bank says it wrote to Mr B between October and November 2012 to give him notice about changes to his account. It says Mr B hadn't initially been able to go overdrawn on his old account as he was under 18 when he opened it. It says it stopped offering the type of account Mr B had, so instead it chose the best new account for him, which was fee free. The bank also says it reversed £85 charges and refunded £25.

The adjudicator is satisfied that the bank gave Mr B notice and was allowed to change his account. He's also satisfied that the only reason Mr B wasn't able to go overdrawn before was because he was under 18. He notes Mr B had access to his statements so would have been able to see that he'd been overdrawn. He doesn't think the bank did anything wrong.

Mr B doesn't agree. He says the bank's put him in a worse position than he would have been in if his account hadn't changed. He wants the bank to refund all charges to date.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I think the main issue here is the overdraft charges Mr B has paid. When he opened his account, he was 16 – so he couldn't have an overdraft. Santander says that changed when he turned 18. It sent Mr B a debit card at that point, to replace his cash card. I'd expect the bank to have told Mr B what was happening and how his account was changing. It's not clear if it did that.

However, I find nothing to indicate Mr B went overdrawn for the first few years after he got the debit card. During that period, Santander changed his account because it stopped offering the type of account he had. It says it did the same for all customers who had the sort of account Mr B had. It also says it wrote to Mr B telling him what it was doing. But, Mr B banked online. While I can't be sure that he did get notice, he accepts that he received at least one later letter from Santander by post. So, I see no reason why he might not have received any earlier correspondence that Santander sent in the post.

In any case, I don't think the change in the name of the account affects the outcome of this complaint. I'm satisfied that Mr B would always have been charged for going overdrawn once he turned 18, even if Santander had continued to offer the original type of account he'd opened. That's because the information Santander has provided shows that both accounts charged in a similar way for going overdrawn.

As I've already said, it's far from clear that Santander told Mr B before he turned 18 in 2012 that he could overdraw on the account and how much it would cost him if he did. But, that doesn't necessarily mean the fair outcome is for me to tell Santander to refund all the charges he paid.

Mr B didn't actually go overdrawn or incur any charges for doing so until 2014. Santander's records satisfy me that Mr B had regular access to his on-line account. I've seen that he logged in regularly during March 2014, so, I'm satisfied he would have been able to see that he'd gone overdrawn. Mr B's first unarranged overdraft usage fee was taken from his account on 9 April 2014. I've seen that he logged into his on-line account on 11 April 2014. In the circumstances, I think he should reasonably have noticed the charges and could have got in touch with Santander.

Finally, Mr B also complains that the new account wasn't suitable for him. The bank's records satisfy me that it gave Mr B the account in its range that was the most similar to the one he already had. It was the only other account the bank had that didn't have any monthly account fees. I've also seen the bank wrote to Mr B and invited him to discuss his account options. So, I think the bank did enough.

The bank's agreed to refund £110 in total. In my view, this is a reasonable amount. I agree with the adjudicator and don't uphold this complaint.

my final decision

My final decision is that I don't uphold this complaint.

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

Loucia Kyprianou
ombudsman