

complaint

Mr B complains that Santander UK Plc told him there was a nil balance when he enquired because he wanted to switch his account to another bank, but now it says there is a balance due from him. He wants it to write off any remaining balance and close his account.

background

Our adjudicator did not recommend that this complaint be upheld. Although she found that Santander had not dealt with Mr B's enquiries about the balance due in a helpful way, and had provided a poor customer service, it had ultimately confirmed that there was money due. As Mr B had clearly had the benefit of that money, Santander was entitled to ask him to repay it. Also as Santander had credited £51 to Mr B's account in recognition of its poor service, her view was that it had fairly compensated him for this.

my findings

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

Mr B has complained that Santander did not review call recordings before it sent its final response letter to him. Since then, Santander has managed to retrieve eight call recordings on dates from 23 April to 18 June 2015, and consider them. Mr B also complained about how Santander staff responded to him, as a member of staff had said it was down to him to manage his account. But he says he had trouble getting his balance at an ATM because it wasn't showing up onscreen (and he couldn't check on line because he had stopped using internet banking, as he kept forgetting the passwords). So when he couldn't withdraw cash he rang Santander to find out what was going on, and how much he needed to pay to settle the account (or bring it to zero), because he wanted to maintain a good credit rating. He was given a figure which he relied on to make a payment to clear his balance, although he later found out it didn't include his overdraft.

Mr B wanted the debt to be put on hold whilst his complaint is with this service. But because he was switching his current account banking elsewhere, a 'switcher block' was put onto the account – so no interest or charges were being applied to the debt by Santander anyway.

As the original debt on Mr B's account was as a result of transactions, and Mr B has had the benefit of these transactions, I can't fairly ask Santander to cancel that debt. He has not suffered a loss due to Santander's mistakes over how much he owes to it, as there have been no additional charges or interest added to the debt.

But Santander clearly has not given Mr B the customer service it should have and has caused him some inconvenience. It has offered £51.00 in compensation and I consider this to be a fair and reasonable level of compensation in the circumstances.

I acknowledge that Mr B feels strongly about the bank staff's comments on his management of his account. This could have been put in a more helpful way. But ultimately, an account holder is responsible for ensuring that their account stays within its overdraft limit, and that there are enough funds to cover all transactions, including correctly applied interest and charges.

I bear in mind that Mr B asked bank staff on three separate occasions about the amount due, which says to me that he had some doubt about what he was told. Also that since these events Mr B has bought a car and has the insurance costs. But I'm afraid Santander's obligations only extend to any debts that are owed to it. If Mr B is having difficulties paying third parties, he needs to approach them to see what they can do to help. Every lender and creditor has the same obligation to be "positive and sympathetic" towards its customers who are in financial difficulties.

my final decision

My final decision is that I do not 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 30 October 2015.

Janine Allen
ombudsman