

complaint

Mr G complains that Santander UK Plc should refund charges which built up on his current account after the bank failed to cancel a direct debit.

our initial conclusions

The adjudicator did not recommend that this complaint should be upheld. She was unable to conclude that Mr G instructed Santander to cancel the direct debit.

Mr G disagrees with the adjudicator's opinion. He says he rang to cancel the direct debit.

my final decision

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

I see from the account statements that in early August 2011 Mr G received a small advance from a loan company. I accept from Santander's records that - at the same time - he set up a direct debit to repay it.

I am satisfied that he contacted Santander many times that month. But I consider that he had all but lost control of his finances. I am not persuaded that he asked Santander to cancel the direct debit to the loan company.

I see that Santander declined to pay the direct debit to the loan company from mid August. It levied charges for the unpaid direct debit and unauthorised overdraft. I am satisfied that Santander levied the charges in line with the terms and conditions of the account.

For the reasons I have explained, 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 G either to accept or reject my decision before 25 June 2013.

Christopher Gilbert

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

The effect of the Supreme Court ruling in 2009 is that such charges cannot be challenged on the grounds that they are unfairly high

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.