

complaint

Ms P has complained:

- that Santander let her account become overdrawn and charged overdraft fees;
- that it refused to allow her to set up internet banking

background

Ms P has an account with Santander. She has been abroad for some time and at present has no permanent residential address in the UK.

In July 2015 Ms P's account became overdrawn. Between July and October 2015 the account remained overdrawn. As a result, overdraft fees were charged on the account.

Ms P also says that when she was back in the UK for a short visit she tried to set up internet banking so she could manage her account from abroad. But Ms P says that Santander wouldn't allow her to do this.

Our adjudicator noted that the fees and charges had been fairly applied. So he didn't uphold that part of the complaint.

He also noted that to set up online banking, Santander had to send two letters in the post, one with personal ID and passcode, and the other with a registration number. He concluded that it was unlikely Ms P could have received both letters within the short time-scale she was in the UK. He also noted that Ms P didn't have a postal address abroad, and so Santander could not have sent the letters overseas.

Overall, the adjudicator was satisfied Santander hadn't done anything wrong. Ms P disagreed. In summary she says:

- she gave no authority to Santander to allow her account to become overdrawn;
- she believed the account balance to be nil and didn't think it was possible to go overdrawn;
- Santander refused to send statements to her email address;
- Santander has failed to make reasonable adjustments for her as an overseas customer;
- Santander shouldn't be allowed to have overseas customers;
- telephone banking is expensive for her to use;

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've reached the same conclusion as the adjudicator, for broadly the same reasons.

Santander's role is to administer a customer's account, not to manage it. It's Ms P's responsibility to manage her spending on the account.

Ms P was using the account regularly to make purchases with her debit card. So it's difficult to reconcile Ms P's contention that she believed her account balance to be nil – because she

says hadn't authorised Santander to allow the account to become overdrawn – at the same time as she was using it.

Overall I'm satisfied the fees were fairly applied. I see that Santander has agreed to refund some fees and forego applying a fee it was entitled to add, as a gesture of goodwill. If it hadn't offered to do this, I wouldn't have directed it to do so. That's because I'm satisfied Santander's done nothing wrong in applying the fees.

With regard to setting up internet banking, Santander has a two-stage process. It sends out one letter with certain security information, followed by another letter with additional security information.

Because Ms P was only in the UK for a short time, I don't think it was possible for her to have received the two separate letters. And Ms P has acknowledged that the postal system where she lives overseas is unreliable. So I don't criticise Santander for not setting up internet banking for Ms P. The circumstances were such that Santander couldn't guarantee the security of the information it would need to send to set up internet banking.

I also can't criticise Santander for refusing to send bank statements to Ms P's email address. Santander isn't required to send confidential customer account information by email outside of its own internet banking service.

I can't tell Santander how to run its business, or what processes it must put in place for overseas customers. It seems to me that Santander has adequate safeguards in place to ensure the security of customer accounts. Occasionally, as in Ms P's case, circumstances dictate that a particular customer isn't able to set up an account in the way they would like. I appreciate this is inconvenient for Ms P. But I don't think Santander has acted unfairly or unreasonably in all the circumstances of this case.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 10 March 2016.

Jan O'Leary
ombudsman