

### **complaint**

Mrs N complains that Santander UK plc did not close her account when requested to do so and that she incurred higher charges after the bank removed her agreed overdraft limit without her knowledge.

### **our initial conclusions**

Our adjudicator recommended that the complaint should be upheld. He found that, although the account's terms and conditions allowed for the removal of the overdraft facility without warning, this resulted in higher fees for Mrs N. Santander has now offered to refund the £65 overdraft fee which the adjudicator found to be reasonable.

Mrs N responded to say, in summary, that she wanted her complaint thoroughly investigated and a full response.

### **my final decision**

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

When Mrs N first enquired about closing her account, she had a credit balance of £7 and there had been no transactions for 6 months. She also had a £1,400 agreed overdraft limit. However, shortly afterwards, a debit of £54.99 was applied to her account and, when Mrs N received her next statement, her overdraft limit had been removed. This caused an unarranged overdraft fee of £90 for that month and meant that Mrs N could not close her account until the outstanding balance was cleared. Santander agreed to refund the £90 charge, but Mrs N accrued a further £65 charge the following month which she had to pay in order to close the account.

I have seen the terms and conditions of Mrs N's account and it does allow Santander to remove an overdraft facility without notice. However, Santander has now offered to refund the additional £65 and, much like the adjudicator, I find this to be fair and reasonable.

**My final decision is that I uphold this complaint. In full and final settlement of it I order Santander UK plc to pay Mrs N £65 as it has offered to do.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mrs N either to accept or reject my decision before 18 June 2013.**

*Amanda Williams*

*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**

#### **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 must 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 and returns the signed acceptance card to us 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.