

complaint

Mr F complains about problems he has had with Santander UK Plc since switching his account to it.

our initial conclusions

Our adjudicator did not recommend that this complaint be upheld as he considered the steps Santander had already taken were more than generous. Mr F disagreed saying that Santander should have cancelled his direct debits earlier and he should not have to pay any charges.

my final decision

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

In February 2013 Mr F switched his account to Santander. From July 2013 onwards he complained that his overdraft from his previous bank had not been matched despite having been told in branch and over the phone that one would be put in place. On the limited evidence I had seen, I consider it more likely than not that Mr F was told it should not be a problem giving him a £50 overdraft. This is not, however, the same as Santander agreeing to give Mr F an overdraft. In any event, I do not feel too much turns on this. I say this because I can see that Santander has refunded or waived charges that were going to be applied to Mr F's account on several occasions. The reason why Mr F's account is now substantially overdrawn is because there have been insufficient funds coming into the account since January 2014. Mr F has stopped paying his salary into the account and a couple of direct debits continued going out which contributed to this. Those direct debits went out before they were due to be cancelled. In the circumstances, although I can see Mr F has had a frustrating experience, I consider the steps Santander has taken to date to be fair and reasonable.

My final decision is that I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr F either to accept or reject my decision before 14 November 2014.

*Nicolas Atkinson
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

Mr F's account is now in collections and, from the information I have seen, no interest or charges have been added since July 2014. Mr F and Santander will have to agree what is to be done with the outstanding balance.

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.