

## **complaint**

Mr T complains that Santander UK Plc failed to update his address when he asked it to. He says this led to charges and his account went into arrears.

## **background**

Mr T stopped making payments into his account with Santander after October 2014. From November 2014 the account was permanently over its agreed overdraft limit. Overdraft usage fees and fees for returned direct debits meant that the overdraft continued to increase. Santander eventually transferred the account to its collections and recoveries team.

Mr T says he wrote to Santander three times from August 2014 onwards, asking it to update his address. But it didn't update it until his third request, in March 2015. He says that because of this, he wasn't aware of the arrears or charges. If he'd known his account was in arrears, he'd have brought it up to date.

Santander has no record of any request by Mr T to update his address before March 2015. But it's refunded £150 of charges to Mr T's account as a gesture of goodwill. Our adjudicator didn't think he could ask it to do more.

Mr T disagrees. He reiterates that he considers that Santander is responsible for the fact that his account went into arrears, because it failed to update his address when he asked it to. So he was unaware of the charges. He reiterates that he'd have taken action to bring the account back up to date if he'd known it had gone over his overdraft limit. And he says that since he posted the letters to Santander, they should be deemed to have received them.

## **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 similar reasons.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here) I reach my decision on the balance of probabilities – that is what I consider is most likely to have happened, given the evidence that is available and the wider circumstances.

I acknowledge that Mr T says he asked Santander to update his address in August and December 2014. But Santander has no record of any such request before March 2015, and I'm not satisfied, on balance, that it received one. I can't reasonably find that it made a mistake by not updating the address if I'm not satisfied that it received any request to do so. So I don't find that I can fairly hold Santander responsible for any statements that Mr T didn't receive.

The account had, in any event, been very close to the agreed overdraft limit for some time by the end of July 2014. Arranged overdraft usage fees were already being debited each month. And unpaid direct debit fees were also applied to the account from time to time. Mr T would have been aware of this from the statements he received before August 2014. So I think he could reasonably have been expected to realise that he'd need to keep an eye on his account to make sure it wasn't going over the agreed overdraft limit.

I'm satisfied that the charges were applied to Mr T's account in line with the terms and conditions. A ruling by the Supreme Court in 2009 means that the level of the charges can't be a reason for finding them to be unfair.

It follows from what I've said that I don't find Santander responsible if Mr T was unaware of the balance on his account or the impact that the fees had had. It's already refunded £150 of fees that it was entitled to charge. I'm sorry to disappoint Mr T, but I don't consider that I can fairly ask it to do more.

### **my final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 20 November 2015.

Juliet Collins  
**ombudsman**