

complaint

Mr K complains that, as Santander UK plc did not arrange for his salary to be paid into his new account when he switched his account, unreasonable charges and a default have been applied.

our initial conclusions

Mr K arranged to switch his account in July 2010. He says that he was under the impression that his salary would be transferred by Santander as well as his direct debits. His salary continued to be paid to his previous account. An overdrawn balance resulted and charges were applied. Mr K entered into payment arrangements but did not keep to these and having received a notice of default this was followed by a default in December 2011 and his account was referred to an external debt collection agency. The adjudicator did not recommend that the complaint be upheld.

He said that it ought reasonably to have come to Mr K's attention that his salary was not being paid into his Santander account. He noted that Mr K did not contact Santander until December 2010. He considered the charges applied and action taken by Santander to be reasonable. Mr K did not agree and said that this only happened because Santander made a mistake and that he is not responsible for the consequences of this.

my final decision

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

Having done so, I find I come to the same conclusion as the adjudicator and for mainly the same reasons. I understand Mr K may have thought that Santander would arrange the transfer of his salary although it says it would not have told him this as this was not part of the switching service. But, I can see that the issue ought to have very quickly come to his attention. He continued to use his old bank account and was told about the debit balance on his new account. I consider he could reasonably have been expected to take action to mitigate any loss to him.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr K either to accept or reject my decision before 30 October 2013.

Michael Crewe

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 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.