

## **complaint**

Miss T complains that Santander UK Plc charged her a fee for going over her overdraft limit. She'd previously had an account that didn't charge any fees and she wasn't told this would change. She wanted the charges refunded and a letter of apology.

## **background**

The adjudicator didn't recommend Miss T's complaint should be upheld. She said Santander had given Miss T the terms and conditions which specify the various bank charges. She noted Santander had previously refunded similar charges as a gesture of goodwill and said it was entitled to apply more charges in line with the conditions of the account.

Miss T wasn't happy with the adjudicator's assessment of her complaint. She said her main complaint was that Santander had switched her to a graduate account in 2012 which was a year too early. She didn't graduate until 2013 so she should be on a graduate account until August 2016.

The adjudicator looked at Miss T's original application in 2010 which said she would be graduating in 2012. So she thought Santander wasn't at fault when it switched her account from a student to a graduate account. A customer is only allowed to hold this type of account for three years and so in July 2015 Santander changed the account in line with its terms and conditions. Miss T phoned Santander the following month and when she was told the graduate account wasn't available she asked to switch to a 123 account. The adjudicator listened to the phone call and was satisfied Santander had explained all the benefits of the account after which Mrs T agreed to go ahead with it. So she didn't think Santander had done anything wrong. Miss T responded to this and said she spoke to someone at her local branch in 2012 and explained her situation.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As she confirmed in her original response to the adjudicator, the core of Miss T's complaint is that Santander shouldn't have switched her to a graduate account in 2012 because she didn't graduate until 2013. She says she went into her local branch in 2012 and explained this but nothing happened. She believes that if Santander had acted on her instructions she would still have the graduate account and wouldn't have had to switch to the 123 account in July 2015.

I have seen a copy of Miss T's application form in which she has said that she was studying on a 2 year course and that her graduation date was in July 2012. She has signed the form confirming the information was correct. The terms and conditions that apply to that account say that the student account will automatically be transferred to a graduate account on graduation and that Santander will give two months notice. So I agree with the adjudicator that Santander was entitled to make that switch.

Miss T says she went into the local branch to explain that she would be graduating a year later. But she remained on this account until 2015 and I can't see she's raised this issue any more with Santander. So whilst she believes she tried to extend the term of her account at

the time, the information I have doesn't support that belief. So I don't think Santander has made any mistake.

The adjudicator thought Miss T had agreed to Santander switching her account this year. She gave full reasons for doing so. Miss T hasn't given us any further information about this particular issue. Having considered the available evidence I've come to the same conclusion as the adjudicator for much the same reasons. So I don't think Santander had done anything wrong.

**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 Miss T to accept or reject my decision before 2 March 2016.

Linda Freestone  
**ombudsman**