

complaint

Mr N complains that Santander UK Plc made mistakes with direct debits from his current account.

background

Mr N contacted Santander to cancel direct debits set up on his current account so he could prevent the account from going overdrawn.

Mr N says the bank failed to follow his instructions and he incurred an unpaid item charge for a direct debit that should have been cancelled. He says as a result of this charge he went overdrawn again some months later and incurred a second unpaid item charge.

The adjudicator was satisfied that Santander had not made a mistake. In her opinion Santander had shown that it did cancel the direct debit but it was then reinstated the next day.

In response Mr N says that Santander made the mistakes with the direct debit and should refund the unpaid item charges.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. 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.

Santander has provided the Financial Ombudsman Service with evidence to show that it did act on Mr N's instructions to cancel the direct debit. I find Santander has also shown that the direct debit to the same company was reinstated the next day.

I understand Mr N's argument that he did not reinstate the direct debit. And I appreciate that Mr N feels very strongly about how he has been treated by Santander. But I find - on balance – that I am unable to safely conclude that Santander made a mistake with the direct debit cancellation.

This means that I do not require Santander to refund the two unpaid item charges.

my final decision

My final decision is that I do not uphold this complaint.

Sarah Brooks
ombudsman