

complaint

Mr H has complained that Santander UK Plc ('the bank') added excessive charges to his account, at a time when he was in financial difficulty. He'd like the bank to refund some or all of the charges.

background

Our adjudicator didn't uphold the complaint. He concluded:

- The bank had added charges and interest to the account in accordance with the terms and conditions.
- Mr H hadn't told the bank he was in financial difficulties.
- A large number of the charges, which were for failed direct debit payments, could have been avoided if Mr H had simply cancelled the payments.
- The bank hadn't added 'charges on charges', as Mr H claimed.
- If Mr H was unclear about how his account worked, he could have asked for help from the bank in order to understand it.

Mr H accepted that the adjudicator had a point about him not telling the bank sooner about his financial difficulties, but overall he thought the bank shouldn't have had the right to add so many charges to his account. This had greatly worsened his financial situation and had made it difficult for him, because of the state of his credit report, to open a new account elsewhere. He repeated his point that he hadn't properly understood how his account worked in terms of charges.

my findings

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

I'm sorry to disappoint Mr H but I too haven't upheld his complaint. I've reached broadly the same conclusions as the adjudicator and for similar reasons.

The charges and interest were added to Mr H's account lawfully, as the terms and conditions allowed. There's no evidence of Mr H telling the bank at an earlier stage that he was in financial difficulty.

I agree with the adjudicator that there's no evidence of 'charges on charges'. The bank wrote to Mr H when he was in an unarranged overdraft asking him to make contact if he needed help. It doesn't appear Mr H did so.

I also think it was possible for Mr H to ask the bank for help if he didn't understand how his account worked. This isn't a reason for the bank to have to repay charges.

my final decision

I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 23 April 2020.

Roger Yeomans
ombudsman