

complaint

Mr P complains about how Santander UK Plc reacted when he paid his monthly credit card account payment early.

background

Mr P said he was going on holiday in August 2017. He didn't think he would be able to make a payment onto his card account while he was away, and he didn't want to miss the payment, so he made the payment early. He didn't contact Santander to tell it why he was doing this. Mr P said that Santander treated that as an extra payment for July, then applied fees and charges to his account because it said that he had missed his payment for August.

Mr P complained to Santander, and it said that it wouldn't refund the fees and charges it had applied. But when Mr P complained to this service, Santander changed its mind. It refunded all the fees and charges that Mr P had paid, and the interest he had been charged.

Our investigator didn't uphold this complaint. He said that Mr P hadn't told Santander why he was paying early, or asked about the best way to solve the problem of being away when his payment was due. So our investigator didn't think that Santander did anything wrong when it charged Mr P late fees for missing his payment in August. And he said that Santander had now refunded all of those fees and charges. He didn't think this complaint should be upheld, because Santander had already done everything he would've asked it to if he had upheld this complaint.

Mr P didn't agree. He didn't think that Santander would've helped him if he had asked before he went on holiday how he could make the due payment. He said that Santander had told him in its final response that it wasn't going to refund fees and charges. And it had harassed him to get the money. He didn't think it was fair to just let Santander change its mind now. He wanted some compensation for what he'd put up with. And he said he should get further refunds, because his account was over its limit now as a result of the charges that Santander had applied.

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've reached the same conclusion as our investigator, and for broadly the same reasons.

Mr P said that it wouldn't have helped if he had contacted Santander before he went on holiday about the payment which was due while he was away. But Santander has said that it has a number of other payment options that he could use. And Mr P says that he uses internet banking, which can also usually be used overseas. So I don't think that Mr P's only option was to make a payment early without telling Santander why he was doing that.

Santander applied fees and charges to Mr P's account. Because Santander didn't know that Mr P was overseas, or that he intended one of the payments he made in July to count as his payment for August, I don't think that Santander did anything wrong when it did that.

I can see that the fees and charges have now been refunded. Mr P has also received a refund of interest, and a refund of a cash advance fee which seems to have been charged

for an online gambling transaction. So I think Santander has refunded everything Mr P was charged as a result of not making a payment in August, and a little bit more.

Mr P says he is now over his credit card limit as a result of the charges that Santander has applied. And he says that he's now being asked for different amounts of money for his monthly payment. He thought that should be part of this complaint. But because I think that Santander has refunded everything that he was charged because of his early payment in July, and a little more, I don't think that it's Santander's fault if Mr P is over his limit now. If Mr P wants to complain about further charges on his account which have been applied after this refund was made on 3 September, or about the amounts that he is being asked to pay now, then I think that should be treated by Santander and by this service as a separate complaint.

Mr P also wants this service to award him compensation because he says that Santander harassed him to get him to pay the fees that it has now waived. I have already decided that I don't think that Santander did anything wrong when it applied those fees. I can see that Santander has waived a number of fees and charges on Mr P's account previously. And it has now waived more in fees than Mr P incurred as a result of not making a payment in August. In those circumstances, I don't think that Santander also needs to make a payment of compensation to Mr P.

I know Mr P will be disappointed, but I don't think this complaint should be upheld.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 27 November 2017.

Esther Absalom-Gough
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