

complaint

Mrs D complains that Santander UK Plc has charged her overdraft fees without telling her and did not properly deal with her complaint.

background

Mrs D says that she recently discovered that Santander had been charging her for using her overdraft facility. She complained to the branch about this but it was not properly investigated as a complaint and the branch did not take any steps to address her concerns. Santander said that it had correctly applied the charges but it refunded some as a gesture of goodwill. Santander agreed that the service at the branch had not been good enough and it offered to pay £100 in recognition of any upset caused and pay a further £100.96 to clear the remaining overdrawn balance at the time. Mrs D did not think that this was enough and said that all the charges should be refunded.

Our adjudicator did not recommend that the complaint should be upheld. She considered that the charges had been correctly applied and the amount offered by Santander in recognition of the poor service was fair and reasonable. Mrs D did not agree and responded to say in summary that the offer was not enough and that the adjudicator had misunderstood her complaint.

my findings

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

I have looked at the information provided by Santander about the charges that have been applied to Mrs D's account. I can see that the charges have been made in line with the terms and conditions of the account. Although Mrs D was formerly a member of staff she still had to pay charges for using her overdraft. There was a period between 2010 and 2013 when Mrs D wasn't charged any overdraft fees even though she was overdrawn. This was because Mrs D's account had been migrated to Santander and no statements were being sent to her which stopped the charges being applied. Once Santander corrected the situation and began sending statements to Mrs D the charges began again. I can see why Mrs D thought that she did not have to pay any charges for using her overdraft. It is unfortunate that Santander did not properly explain this problem to Mrs D at the time. But I can't fairly say that the charges were applied without telling Mrs D as they were set out in the statements she was sent.

Santander has refunded some of the charges as a gesture of goodwill and it has offered £100 in recognition of the poor complaint handling by the branch and a further £100.96 to clear the balance outstanding at the time Mrs D complained. Mrs D doesn't think that is enough and wants all of the charges refunded. I don't think this is fair or reasonable in the circumstances. The charges were correctly applied in line with the terms and conditions of the account. They were set out in the statements sent to Mrs D. Although Mrs D says she has not received the statements I am persuaded by the information that I have seen by the bank that they were sent to her address and so I can't hold the bank responsible for any problems with the post. I consider that the amount offered by Santander is fair and reasonable in the circumstances and in line with other awards we make. Although the branch initially did not deal with Mrs D's complaint it did investigate after Mrs D complained again. I am unable to ask the bank to pay any more.

my decision

My decision is that Santander should pay Mrs D £200.96. Under the rules of the Financial Ombudsman Service, I am required to ask Mrs D to accept or reject my decision before 5 March 2015.

Emma Boothroyd
ombudsman