

complaint

Mr K feels that Santander UK Plc ("Santander") has treated him unfairly in relation to bank charges and supplying him with a Pin for his card.

background

Mr K complains that in 2015 Santander failed to send him a new Pin for his card promptly leading to him not having a Pin for some months and that it unfairly applied charges to his account during this time.

Mr K complained to Santander on several occasions. It made payments to him totalling £315 in acknowledgement of the inconvenience caused. It reversed some charges and didn't reverse some other charges. Mr K complained here and the adjudicator did not uphold the complaint. Mr K does not agree so this complaint has been passed to me.

my findings

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

Santander has provided a detailed history of what has happened, including such documents as statements from the time. I can see there were some delays in providing a Pin to Mr K. I can also see that Santander have made payments to Mr K recognising this. Mr K argues that due to the issues with his Pin he's been unfairly stopped from accessing his account. I've looked at his statements throughout the time and question and from its regular usage in both putting money in and withdrawing it I am not persuaded that Mr K has suffered substantially.

I have reviewed the charges applied (including those Mr K listed) and I can see many of them were reversed. I think that those that weren't reversed and thus charged were charged fairly. Looking at the statements I can see Mr K had a habit of whenever money goes in he takes as much of it out shortly afterward as he could. Often leaving a balance of a couple of pounds and on some occasions only a few pence. Bearing in mind he has direct debits on this account (and clearly knows this) and no authorised overdraft I'm unclear as to why Mr K thinks it's unfair that he's charged for a direct debit payment which isn't made due to insufficient funds.

The fee that a bank charges for the services it provides is a commercial decision for it. As such, it is not appropriate for me to make decisions on a commercial policy decision taken by Santander. I also can see that Mr K was told by the adjudicator about the Supreme Court decision in relation to bank charges.

Mr K has told this service that some charges should be refunded because he's a vulnerable person. Bearing this in mind and having considered everything I see no persuasive evidence that he's been unfairly treated in relation to this (or at all).

Having considered the failings that happened and how Santander responded (including the payments it has made to Mr K in recognition of this) I don't think Mr K has been unfairly treated overall. So I see no persuasive reason to uphold this complaint. I appreciate this will be a disappointment to Mr K.

My final decision

For the reasons I have explained, my final decision is that I do not uphold this complaint against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr K to let me know whether he accepts or rejects my decision before 8 February 2016.

Rod Glyn-Thomas
ombudsman