

complaint

Mr B says he agreed to set up repayment plans on two accounts he had with Bank of Scotland plc (trading as Halifax) which included stopping charges for his overdraft. But this wasn't done and he's unhappy he continued to be charged.

background

Following a previous complaint to us Halifax agreed to refund fees Mr B had been charged on his accounts until December 2013. He says he then spoke to Halifax and it agreed a repayment plan where it wouldn't charge him overdraft fees on these accounts.

Halifax says it doesn't have any record of this plan being agreed. However, it's given Mr B the benefit of the doubt and refunded him the fees that were charged to both accounts from January 2014 (around £1,300). It's also paid £75 because it didn't deal with his complaint properly when he first got in touch about this.

The adjudicator who looked at the complaint thought this was fair but Mr B doesn't agree. He believes a payment plan was set up so the refund of charges just puts him back in the position he would have been. He thinks Halifax should pay additional compensation and write off his remaining overdraft balance of around £70. So I now need to reach a final decision.

my findings

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

Mr B is clear he did arrange a payment plan and queries why he'd have kept paying an amount that only covered the charges if this wasn't the case. Halifax doesn't have any record of contact about a payment plan. And it's provided monthly statements that were sent to Mr B which show the payments he was making and the charges that applied.

I understand Mr B's point that he wouldn't have kept paying an amount that only covered the charges if he didn't believe a plan was in place. But he's not been able to provide much information on how this plan was set up or how long it was due to last for. And Halifax doesn't have any record of him getting in touch about this.

I've also looked at the statements it's provided. I see these were sent to an address Mr B moved from some time ago so he didn't get these. I understand Mr B didn't update his address because he believed these were paperless accounts. But he could still have checked online what the position was which would have shown he was paying overdraft charges.

In any case Halifax has agreed to refund the overdraft fees Mr B was charged and pay him £75 for not dealing with his complaint properly. Looking at all the evidence – and the confusion over whether a payment plan was actually set up - I think that's a fair way of dealing with this issue and I don't think it needs to do more here.

my final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 15 February 2016.

James Park
ombudsman