

### **complaint**

Ms F complains that Santander UK Plc applied unfair bank charges to her current account. Ms F wants the bank to refund the charges as she was in financial difficulties.

### **our initial conclusions**

Our adjudicator didn't recommend that Ms F's complaint be upheld. He explained that following the Supreme Court's decision on bank charges in November 2009, charges can't generally be challenged on the grounds they are unfair or too high. And Santander doesn't have to refund charges because a customer is in financial difficulties.

### **my final decision**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I agree with the conclusions of the adjudicator. I can't require the bank to refund the charges because they are too high or unfair. I can still consider whether Santander treated Ms F sympathetically and reasonably once it became aware of her financial difficulties.

I have seen Ms F's bank statements. For much of the time, Ms F's account was in credit. Ms F's account became overdrawn on a few occasions towards the end of 2013 into early 2014. I understand this was due a short period of unemployment. But during this time Ms F continued to make larger lump sum payments in to her account.

I appreciate that Ms F's loan and mortgage accounts had been referred to Santander's collection team. But Ms F doesn't appear to have contacted the bank about any difficulties with her current account until her account was closed. Based on Ms F's current account statements, I can't criticise Santander because it continued to charge fees in accordance with the account terms and conditions. And I am not persuaded that the bank charges caused Ms F's account to become overdrawn. I don't find that Santander should be ordered to refund any charges.

Ms F no longer banks with Santander so I can't require it to suspend future charges. **My decision is that I don't uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Ms F either to accept or reject my decision before 14 September 2015.**

*Gemma Bowen*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

#### **ombudsman notes**

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.