

## **complaint**

Mr R complains that he was charged £25 of fees for an overdraft that he could not clear because the bank was closed. He wants Santander UK Plc (“the bank”) to refund at least £10 but preferably the whole fee.

## **background**

Mr R’s account was overdrawn for five days and incurred a charge of £5 a day. He complained about this to the bank on two counts – that the fees were disproportionate to the amount of the overdraft, and that they were incorrectly applied on two days as he had no ability to clear the overdraft when the bank was closed at the weekend.

The adjudicator did not recommend that this complaint should be upheld. He concluded that the fees had been correctly charged, and that the bank was entitled to charge them on weekends as there were other ways of paying money into the account even if the branch was closed. Mr R has responded to say, in summary, that the other option was not available and so the bank should refund the fees.

## **my findings**

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

Mr R had a small overdraft on his account – about £30 – for five days. That triggered £25 of fees, which were charged in line with the terms and conditions for the account. So I do not find that they were incorrectly charged – and, as the adjudicator has explained, they cannot be challenged simply because a customer thinks they are too high.

Mr R says that he was unable to use online banking to make a payment to the account as he was waiting for a password from another bank – but that is not Santander’s fault. He says that other banks have branches open on the weekend – but when Santander chooses to open its branches is a commercial decision it is entitled to make and one which it would be inappropriate for me to challenge. It is unfortunate that Mr R was unable to pay money in earlier, but the terms and conditions for his account do require him to have money in his account before payments are made, and he did not do that.

## **my final decision**

My decision is that I do not uphold this complaint.

Susan Peters  
**ombudsman**