

complaint

Mr M complains that Santander UK Plc (Santander) has incorrectly applied charges to his account. He wants these charges refunded. Santander has explained that the charges relate to gambling transactions and have been applied in accordance with the account's terms and conditions.

our initial conclusions

Our adjudicator did not recommend that the complaint be upheld as she considered that the charges have been applied in line with the terms and conditions of the account.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr M and Santander have provided.

Having reviewed the terms and conditions of Mr M's credit card account, I am satisfied that Santander is entitled to apply charges where Mr M uses his credit card to carry out "cash transactions" and that this extends to "gambling transactions". Having reviewed Mr M's statements, along with details of the transactions in relation to which Santander has applied charges, I am satisfied that the transactions Mr M is complaining about are all "gambling transactions" for which Santander is entitled to apply a charge. I cannot, therefore, say that Santander has done anything wrong applying the charges it has to Mr M's account.

I can see that Mr M has complained about these types of charges before. On that occasion Santander agreed to refund them. I am, however, satisfied that it did so on a goodwill basis. In other words, that it was not obliged to do so. The fact, therefore, that it has refunded charges in the past does not mean it must do this again as Mr M has argued.

Given the above, I agree with our adjudicator that this complaint should not be upheld.

My final decision is that I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr M either to accept or reject my decision before 16 September 2013.

Nicolas Atkinson

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.