

complaint

Mr R complains that Santander UK Plc unfairly applied charges to his current account after allowing it to go overdrawn.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. She said the overdraft charges had been correctly applied by the bank when the account exceeded the agreed overdraft limit. She was also satisfied that, under the terms and conditions of the account, Santander was legitimately entitled to authorise the debit card transaction which made the account overdrawn. She considered the bank had been positive and sympathetic by refunding charges and offering support to assist Mr R if he was experiencing financial difficulties.

Mr R is still unhappy; he wants all charges refunded.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr R and Santander have provided. Having done so, I find that I have come to the same conclusions as the adjudicator did, for much the same reasons.

The Supreme Court ruling on current account charges said that bank charges cannot be challenged because they are unfair or too high. This means banks and building societies do not have to refund any charges that are properly applied in line with the terms and conditions of an account even in cases of financial difficulty. As the charges on Mr R's account have been applied in line with the terms and conditions, I cannot properly require the bank to refund them on these grounds.

The bank is required to be positive and sympathetic to customers in financial difficulty. It is not the role of this service to offer debt advice. There are organisations that can do so free of charge, the contact details of which can be provided by our adjudicator.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr R either to accept or reject my decision before 20 January 2014.

Andrew McQueen

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.