

## **complaint**

Mr G complains that Santander UK Plc charged him a monthly account fee when he changed accounts.

## **background**

Mr G changed his account in February 2015 to a Choices account. He did this by telephone and says he didn't receive any terms and conditions.

Mr G recently noticed he's been charged a monthly account fee of £10. He says he was unaware that the account attracted a fee. To resolve his complaint he wants Santander to refund the account charges for the last 4 years.

Our investigator didn't uphold the complaint and said that Mr G's account had been changed to a Choices account following a financial review at which all options were discussed and fees and charges made clear. The investigator also said that a letter and other documents were sent to Mr G on 19 February 2015 and that he had been made aware of the £10 monthly account fee by this method as well.

Mr G didn't agree. He said he hadn't received any documents relating to the Choices account.

## **my findings**

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

I can see from the information provided by Santander that Mr G spoke to the financial assistance team in February 2015, following which his account was changed to a Choices account. Santander says it discussed all available options with Mr G and explained the fees and charges. Although the call is no longer available for me to listen to, I'm satisfied that Santander would have had these discussions with Mr G.

Following the change of account, a confirmation letter was sent to Mr G on 19 February 2015 which included information about the account including the monthly account fee.

I appreciate that Mr G has said he didn't receive this letter. On balance, I'm satisfied it was sent. It wouldn't be fair for me to hold Santander responsible for the failings of the postal service.

Mr G has received monthly statements since the account was changed. These statements show the monthly account fee. I would have expected Mr G to have looked at his monthly statements at various intervals during the last 4 years the account has been operating. So I'm satisfied he would've been aware of the monthly fee.

Mr G has said he does his banking online. Again, the online statements show the monthly account fee so I'm satisfied Mr G would have been aware of this.

I appreciate that Mr G is unhappy about the monthly fee. It's up to Mr G whether he changes this account to an account which doesn't have a fee. But it's worth bearing in mind that the Choices account caps Mr G's exposure to other fees and charges such as overdraft fees

and returned direct debit charges. Mr G's statements show that he uses his overdraft regularly and that he's had returned direct debits. Mr G has benefitted from the Choices account because he would have been charged unarranged overdraft fees and returned direct debit charges with another type of account.

Taking all of the circumstances of the complaint into account, I'm unable to say that Santander has made an error. Santander discussed the Choices account with Mr G and made him aware of the account fee during the conversation and in a subsequent letter.

For the reasons I've given, I don't uphold the complaint.

**my final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 10 August 2019.

Emma Davy  
**ombudsman**