

complaint

Mr D complains that Santander UK Plc applied unfair and excessive fees and charges to his bank account when he made overseas transactions and when he went overdrawn. He also complains that Santander has not taken his financial difficulties into account in its dealings with him.

background

Mr D used an overseas on-line translation service multiple times over a number of months. He said he did not realise that there was a transaction charge for using an overseas company. He says that the charges were excessive and reduced the balance of his account to the extent he incurred unpaid item fees.

He says Santander agreed to refund the unpaid fees but it did not refund them all and he is now experiencing financial hardship.

The adjudicator was satisfied that Santander had been entitled to apply both the overseas transaction fees and the unpaid item charges. He explained that the Supreme Court ruling in 2009 had established that charges that were levied in line with its terms and conditions could not be challenged on the grounds they were unfair or disproportionate.

The adjudicator was of the opinion that Santander had treated Mr D sympathetically and positively. While it was not under an obligation to refund any charges, Santander had refunded a number of the unpaid item fees as a goodwill gesture. And it has put the account on hold - so that it didn't incur further charges - while this service dealt with the complaint.

In response Mr D said he had cleared his overdraft at one point but then Santander wrongly applied new charges. He also said the fees were excessive and he never received a copy of the terms and conditions for his account.

my findings

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

I find that Santander has applied the fees in accordance with its terms and conditions so I am unable to conclude they were wrongly applied, unfair or excessive. I appreciate that new charges were applied after Mr D had cleared his overdraft. But those charges were legitimately applied when Mr D went into an unauthorised overdraft again.

I appreciate that Mr D says he did not receive a copy of his terms and conditions but the fees appeared on his monthly statements for a number of months before Mr D went overdrawn. And Mr D has himself said that information on how charges were applied was on the reverse of the statements. So I consider that information on charging was prominent enough to alert Mr D if he had monitored the bank account.

I conclude that Santander treated Mr D sympathetically and positively when he made it aware he was experiencing financial difficulties. It refunded a number of the charges as a goodwill gesture to assist Mr D. And it has put on hold further charges pending the outcome of his complaint. I do not require it to do anything more.

I simply remind Santander of its responsibility to continue to treat Mr D sympathetically and positively until his financial position improves.

my final decision

My final decision is that I do not uphold this complaint

Sarah Brooks
ombudsman