

complaint

Miss L says Santander UK Plc is in breach of the banking code. The fees applied to her current account have left her in severe hardship and she wasn't told when the fees changed.

our initial conclusions

Our adjudicator didn't recommend the complaint should be upheld. She said the arranged overdraft fees had been applied in line with the terms of the account. On balance, she felt it most likely the bank wrote to her when changes were made to the daily fee as it sent the information to all customers with an arranged overdraft.

She said the bank also offered help to Miss L, as it was obliged to. It gave Miss L information on how to avoid the fees; details of free debt-counselling organisations; refunded a returned direct debit charge as a gesture of goodwill; and said she could set up an arrangement via its Collections team if she wanted to manage down her overdraft and avoid the fees. Miss L didn't progress this option.

Miss L disagreed, saying the fees were unnecessarily harsh, and she didn't get a letter about the changes.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've reached the same conclusion as our adjudicator and for the same reasons.

A bank isn't obliged to refund fees if a customer's in financial difficulties. So Santander isn't in breach of any regulatory requirements or industry codes as Miss L says. It must, however, respond positively and sympathetically, but I'm satisfied it's done this – as evidenced in the second paragraph of our initial conclusions above.

Miss L has re-iterated she never received the letter about changes to the fee cap, but the bank's evidence persuades me it was sent, so I can't hold it liable for the non-receipt.

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss L either to accept or reject my decision before **29 March 2016**.

Rebecca Connelley

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.