

complaint

Ms B complains that Santander UK Plc upgraded her student account to a current account on her reaching 18 years of age without her consent. This account allowed her to go overdrawn and as a result she incurred fees and charges.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. She considered the bank was entitled to upgrade the account under the terms and conditions. On the evidence provided, she was satisfied that Santander provided two months' notice of the upgrade. The adjudicator was also satisfied the overdraft charges had been correctly applied by the bank when the account exceeded the agreed overdraft limit. Ms B is still unhappy and wants the bank to refund the charges.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Ms B 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.

I am satisfied, from the evidence provided, that Santander was entitled to upgrade the account and that it provided reasonable notice before doing so.

Following the Supreme Court ruling on current account charges, 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.

I conclude that the charges on Ms B's account have been applied in line with the terms and conditions. As Santander has done nothing wrong, I cannot properly require it to refund charges on these grounds.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms B either to accept or reject my decision before 12 November 2013.

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.