

### **complaint**

Mr S complains about overdraft and related charges that have been applied to his current account with Santander UK Plc from March 2009. He thinks they're out of proportion, and in one case, unjustified. He also feels Santander hasn't acted within the Lending Code.

### **our initial conclusions**

Our adjudicator felt Santander hadn't done anything wrong because the charges raised were within the terms and conditions for the account and the courts say they're not unfair. As well, when it heard from Mr S about his past financial difficulties, Santander responded appropriately.

### **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. I know it'll come as a disappointment to Mr S but, having done so, I've reached the same conclusion as the adjudicator and for much the same reasons.

I've seen that Mr S first told Santander that he'd been experiencing financial difficulties in his complaint of March 2015. By that stage, as Mr S has told our adjudicator, those difficulties were in the past; only 5 of the 60+ charges Mr S has specifically complained of have arisen since 2013. So I've considered what Santander knew before 2015 – and that's obviously limited to the way Mr S conducted his account and any contact it had with him. I don't think Santander knew (or should've guessed) enough about Mr S's situation to realise it might need to deal with him any differently. Mr S *was* still bringing the account back within agreed limits at times and didn't get charged *every* month. Looking at what's happened recently, I find Santander has responded positively and sympathetically. And it doesn't actually have to refund any charges at all – because of the Supreme Court decision, as our adjudicator has set out.

I've also checked the position in relation to the £25 charge from July 2009. It *looks* as if it's being charged whilst the account had money in it. But it's because of the cheque that cleared the same day which made the account go overdrawn. **My final decision is that I don't uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr S either to accept or reject my decision before 21 September 2015.**

*Alison Miller-Varey*

*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.