

## **complaint**

Ms A has complained Santander UK plc won't refund charges on her accounts from 2010 to 2017 when she was in financial hardship.

## **background**

Ms A got in touch with Santander in October 2017 to complain about charges on her current account. Santander felt the unauthorised overdraft charges and unpaid item fees had been made in line with the terms and conditions of Ms A's account.

Ms A brought her complaint to the ombudsman service. Our investigator reviewed the evidence. Firstly she got Santander to agree we could look at charges as far back as 2010. We generally don't have power to consider things that happened more than six years before someone brings a complaint to us unless the business consents. Santander provided that consent.

She then considered the terms and conditions – along with the applicable tariffs of fees and charges – that applied to Ms A's account for the full period. She also reviewed Ms A's statements. She told Ms A a Supreme Court judgement in 2009 meant that fees and charges could not be considered as high or unfair. As there was no evidence Ms A had ever told Santander she was in financial difficulties, she didn't think it would be right to ask Santander to do anything further.

Ms A didn't agree with this outcome. She felt she'd regularly told Santander about her financial problems. It wasn't fair when she went into an overdraft, fees and charges were applied to her account. These made her more overdrawn.

She's asked an ombudsman to consider her complaint.

## **my findings**

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 investigator. I'll explain why.

Firstly it's worth repeating what our investigator told Ms A. The Supreme Court decision about bank charges and fees means I have no power to say these are either high or unfair. However I can decide to reimburse these. But only if there's evidence Santander ignored Ms A's financial difficulties or didn't treat her sympathetically and positively.

I've reviewed Ms A's statements for the period from 2010 to 2017. These show she often found it difficult to manage her monthly finances until either she got her salary or her child benefit. So I can see she paid fees for direct debits that were returned unpaid and unarranged overdraft fees. But this didn't happen every month. Hardly any fees were charged between July and November 2013. It looks as if Ms A was able to increase her working hours from September 2015 onwards. After that time fewer fees were charged.

And I can see that on a number of occasions there's nothing to show fees and charges caused Ms A to go overdrawn. There are only a few instances in the whole period when Ms A was overdrawn by more than £200. These were in 2011. Ms A was obviously having

difficulty paying her mortgage as this tended to be the monthly direct debit payment that was returned unpaid.

I appreciate Ms A was receiving child benefits and work tax credits. These don't operate on a monthly cycle. This can make managing finances, and particularly direct debits which tend to be paid on the same monthly date, difficult. There was a pattern to what happened. Ms A must have known she was being charged more for going into an unauthorised overdraft. I can't see she tried to make overdraft arrangements with Santander

Based on the evidence I've not seen any reasons why Santander would have proactively noted Ms A's financial situation. Nor was there any obligation on them to do this.

I've reviewed Santander's customer contact notes. These don't show Ms A contacting them to tell them about her financial situation. When she called Santander in March 2017 and asked for charges to be refunded, neither she – nor her father who was helping her – mentioned financial difficulties.

I know Ms A told us she had regular conversations with Santander about the charges. But there's no other evidence to support this. And even if she did contact Santander, I'm not sure she'd have mentioned financial difficulties. I say this because she didn't mention this point last March.

At that time Santander refunded £48 as a gesture of goodwill. They also told Ms A what she could do to prevent further charges as they would be unwilling to make any further goodwill payments. From that time I don't think Ms A has had any further charges. It's not always the case that refunding charges or not levying charges is the only thing that a bank can do to help a customer.

There's no dispute Santander charged Ms A for unauthorised overdraft use and unpaid payments. But I've seen nothing to suggest these weren't in line with their terms and conditions.

The central aspect of Ms A's complaint is that Santander's charges led to her further financial difficulties. I don't believe this was always the case. Nor can I see Ms A told Santander about her financial situation so it wouldn't be fair to ask them to make any further refunds to her.

### **my final decision**

For the reasons I've given, my final decision is not to uphold Ms A's complaint against Santander UK plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 30 April 2018.

Sandra Quinn  
**ombudsman**