

## **complaint**

Miss R complains about charges applied to her Santander UK Plc bank account over the last few years.

## **background**

Miss R has a current account with Santander. She says that she visited a branch of the bank a few years ago as she was unhappy about the charges being applied to her account. She says she was finding it difficult maintaining the account but wasn't given any reasonable options by the branch.

Miss R says that when she complained more recently to the bank it said she could arrange a repayment plan to avoid the charges but this would however impact on her credit file. She's unhappy this wasn't suggested at the time she visited the branch some time ago and says she would have taken this option.

After complaining to the bank Miss R referred her complaint to us. It was considered by one of our investigators, but she didn't think there were grounds to uphold it. Miss R remained unhappy with the investigator's findings so the complaint has been referred to me.

## **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 not upheld this complaint.

Miss R says that she visited the branch of the bank a few years ago and she's ultimately unhappy about what she was, or wasn't, told in the branch. At that time she says she was having some financial issues and finding it difficult to maintain the account. She was unhappy about the monthly fees on the account and was looking to avoid further charges being applied to the account.

I can't be completely certain what was discussed at the time and some years have now gone by since the visit to the branch. I don't doubt Miss R went to the branch, but I just can't be sure what was discussed. Miss R says that had she been told at the time she could have entered a repayment plan to avoid the account charges then she would have taken this option. However, this would have been recorded on her credit file and would have had a significant impact on her credit file for 6 years. I appreciate what Miss R says now but I'm not persuaded that would have been such an easy decision to make at the time.

Miss R was able to maintain the account but she says that was difficult on occasions over the last few years. I don't doubt it would have been difficult on occasions but the account was mostly within the agreed overdraft facility.

The bank says it was not aware of any financial difficulties until Miss R complained and apart from a visit to the branch some years ago now, I can't see there was anything that should have really alerted the bank to any real financial problems. As I've referred to already, the account was mostly within the agreed overdraft with payments going into and out of the account.

I have very carefully considered what the parties have said in this complaint but I'm not persuaded the bank has acted unreasonably here. The account charges were clearly set out for Miss R to see and they were applied in accordance with the account terms and conditions. There's nothing else I can see that should have prompted the bank to do anything different with the account, or to ultimately stop the charges being applied.

I appreciate Miss R will remain unhappy with the decision I've reached here but the account balance has been reduced and if it hasn't already been fully repaid, it will shortly. This will avoid any future charges on the account and Miss R will of course be free to close the account if she no longer wishes to use it.

**my final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 24 February 2017.

Mark Hollands  
ombudsman