

## **complaint**

Mrs W complains that Santander UK Plc (Santander) applied unfair charges on her current account at a time she was experiencing financial difficulty. She's also unhappy with the accuracy of its text messaging service.

## **background**

In February 2016 Mrs W started to experience financial difficulty resulting in her going over her agreed overdraft of £750. At the time she was moving properties and the money she'd usually use to keep within her limit was used to help her move home. She then had a change in benefit provider that added to the lack of funds her account received.

By going over her agreed limit, Mrs W was charged an unauthorised limit fee on her account. She contacted Santander in November 2016 about this, and they agreed to refund £70 as a goodwill gesture and also waive a pending £12 charge.

However, due to a mistake, the £12 charge wasn't waived. So Santander acknowledged their error and agreed that they would refund all charges back to the point the £12 was applied on the account. These came to a total of £589.

But Mrs W still felt Santander had been unfair in the way they applied the charges and says she had to take out loans totalling £2500 due to her lack of funds in that period.

She also says that the text message alerts she receives from Santander are not accurate, and result in her not knowing what she needs to pay into her account. And they often show she's in her overdraft when she has a positive balance.

Our investigator looked into the complaint and said that the charges had been applied in accordance with Santander's terms and conditions. He also looked at how it responded to Mrs W's financial difficulties.

He said that while banks should offer advice and assistance to their customers, they're not obliged to refund fees. He noted that Santander had previously refunded some charges from February 2016 as gestures of goodwill, and for the error made reversing the £12 charge.

He also found that the text message alert system was set up by Mrs W herself, and was notifying her correctly when she was about to go over her limit. And this service was only one of a number of ways Mrs W could check her balance and pending payments.

Mrs W didn't agree, so the complaint has been passed to me to issue a final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I am sorry to hear that Mrs W is having some financial difficulties and I'm sure it isn't an easy time for her. But based on what I have seen from both parties. I agree with the investigator that the complaint shouldn't be upheld, for much the same reasons.

I know this will disappoint Mrs W, but we don't normally look at the fairness of the level of fees charged by banks. This is because the Supreme Court has said that the amount of any fees can't be challenged only because a customer thinks they are too high. But we can look at whether the charges have been applied in line with the terms and conditions of the account. And overall these charges look to have been applied correctly.

But we can look at how banks deal with customers in financial difficulty. I'd expect the bank to respond positively and sympathetically once they were aware that Mrs W was experiencing difficulties. And by refunding and waiving some charges through the financial support department, I think they have demonstrated this. I hope that in the coming months they will be able to provide Mrs W with some advice about how she can get on top of her debt, as it's obvious that she wants to. But I don't think the bank has done anything wrong.

I can understand why Mrs W was disappointed when the £12 that Santander promised to refund wasn't done, but I can see this was rectified and a large amount of additional charges waived as an apology. The £12 fee was also confirmed by Santander as correctly applied but they agreed to waive it as a gesture of goodwill. On this basis I can't ask the bank to do any more than they have done.

I understand Mrs W is unhappy with the text alerts she receives from Santander and their accuracy. Santander has confirmed that the perimeters by which they are sent have been set by Mrs W. These texts alert Mrs W when her balance falls below £50, When she is close to her overdraft limit and when a payment is pending and there is insufficient funds to cover the amount. As some payments will debit the account but not show against the account balance until the following day, the text messaging service may alert Mrs W when it appears she has a positive balance on the account.

I understand that Mrs W will be very disappointed by my decision. I don't doubt that she has had a stressful time. But I am not going to ask the bank to do anything for the reasons I've given.

### **my final decision**

I do not uphold this complaint or make any award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 4 August 2017.

Tom Wagstaff  
**ombudsman**