

## **complaint**

Mr F complains that Santander UK Plc imposed charges on his account unfairly.

## **background**

Mr F says the bank has imposed charges on his account for unarranged overdrafts in the last four years despite these not being in the terms and conditions. He also says that some four years ago he asked the bank to move the day the charges came out to after his pay day, but it refused.

In 2017 he complained to the bank about the charges and then brought the matter to this service. It was investigated by one of our investigators who didn't recommend that it be upheld. She looked at the bank's terms and conditions and concluded that Santander had the right to impose the charges. She also pointed out that in 2009 the Supreme Court ruled that current account charges are not penalties and cannot be challenged on the grounds that they are unfair or too high.

She hadn't seen any evidence that Mr F had told the bank he was in financial difficulties until recently. She noted he said he had asked that the date of the charges be changed some four years ago, but she couldn't see any evidence to support that. Recently Santander had agreed to change the date, but it made a mistake in doing what it had promised. However, it had agreed to write off £40 of charges. Overall she didn't think Santander had acted unreasonably.

Mr F didn't agree and said that if Santander had changed the date charges were taken out of his account four years ago he would have avoided many of these charges.

## **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 have every sympathy with Mr F but I find myself in agreement with the adjudicator. Ultimately the responsibility for managing an account lies with the customer. I am not persuaded that the bank has made any errors in how it has applied the overdraft charges. As mentioned above, following the Supreme Court test case, these charges cannot be challenged as unfair or too high. I can see no reason to direct the bank to refund all, or any, of them.

I appreciate that Mr F says he visited the bank and asked that the date of the charges be changed 'till after his regular pay day. However, I haven't seen anything to support that. The bank has no record of him notifying it that he was facing financial difficulties, but now that it has I would expect it to deal with him positively and sympathetically. It made an error in changing the date recently and has agreed to write off £40 of charges. I consider that to be fair and reasonable.

**my final decision**

My final decision is that I do not uphold this complaint and I leave it to Mr F to decide if he wishes to accept Santander UK Plc's offer to write of £40 of charges. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 28 March 2017.

Ivor Graham  
**ombudsman**