

complaint

Mr P complains about the bank charges Santander UK Plc ("Santander") has applied over a number of years.

background

Mr P complained to us when he wasn't happy with the way Santander responded to his complaint about bank charges. Santander didn't uphold his complaint and said they'd made no error.

Our investigator sympathised with Mr P who had told us about some difficult circumstances in the past. But, after investigating Mr P's account history, she didn't think Santander had applied any charges or interest incorrectly or unfairly. And it had made some concessions and waived charges previously. So she didn't feel it was appropriate to recommend that Santander should take any further action.

Mr P felt strongly that Santander ignored his many earlier complaints and continued to charge him excessively with no regard to his financial situation. He told us Santander made payments to some of its customers before the court decision but thinks they ignored his claim probably due to the fact that it ran into thousands of pounds. Mr P said he wished to take this further and asked for an ombudsman to review his 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. I understand Mr P feels it's unfair that Santander's charges are significantly to blame for his financial difficulties. But, after reviewing everything that's happened, I've come to the same conclusions as our investigator. Here are the reasons why I say this.

My role is to look at whether Santander has acted fairly and reasonably. For a number of reasons – which the investigator touched on in her view and expanded on in her subsequent letter of 7 March 2018 - I'm only able to do that going back as far as 2012.

Our investigator has explained that it's been decided in court that it generally isn't possible to challenge bank charges as being unfair or too high. And as far as I can see, it appears that charges have been applied to Mr P's account in accordance with the terms and conditions for his particular account. So I can't fairly say that Santander wasn't entitled to apply the fees and charges it did to Mr P's account.

In coming to my final decision, I've also thought carefully about whether those charges were applied fairly and reasonably in Mr P's particular circumstances. I've also taken into account that we expect banks always to treat customers who are in financial difficulty positively and sympathetically.

But this doesn't mean that Santander must cancel all charges on request. Or that it can't – or shouldn't - continue to charge if the account is overdrawn.

In Mr P's case, the records from Santander satisfy me that his account has never been in collections and recoveries – something I'd expect to be the case had he reported financial difficulties to them. The terms of Mr P's account with Santander were that no daily arranged

overdraft fees, no daily unarranged overdraft fees and no paid item fees. The only fees paid on this account were for unpaid item fees, which are £25 each and there was a cap on those fees of £150 per month. Going back to 2010 I can see a total of £180 unpaid item fees, of which £50 were waived or refunded.

I can see Mr P has faced some challenging times and I'm sorry to hear that. But looked at overall, I agree with our investigator that Santander hasn't acted incorrectly and it has treated Mr P fairly and reasonably. Based on the information I've seen, I can't uphold this complaint or require the bank to take any further action in these circumstances.

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 Mr P to accept or reject my decision before 26 May 2019.

Annabel O'Sullivan
ombudsman