

complaint

Ms and Mr A complain about the unreasonable charges that Santander applied to their account.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. He said that as all of the charges applied to Ms and Mr A's account had been in line with the account terms and conditions, and that as Santander had already refunded charges of £50, he could not reasonably require it to do more. Ms and Mr A disagreed, saying, in summary, that because they had had difficulty both accessing and closing the account since moving abroad, the charges were unfair.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Ms and Mr A and Santander have provided.

Ms and Mr A have said that before moving abroad in 2009, they told the bank they were moving, although Santander says it has no record of that. Ms and Mr A also say that they tried unsuccessfully to close their account online, and rang whilst abroad to try again, but gave up because of the cost of the calls. They have said that they then largely forgot about the account. However, regular payments continued to be made from it, which ultimately resulted in it going overdrawn and attracting charges. Having considered these charges, I find that they have been applied by Santander in line with the account terms and conditions. So whilst I sympathise with the difficulties Ms and Mr A had on moving abroad, and why they might have therefore decided to in effect forget about the account, I cannot reasonably require Santander to refund the bank charges that then followed that decision.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Ms and Mr A either to accept or reject my decision before 21 May 2013.

June Brown

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.