

complaint

Mr H is unhappy with overdraft charges Santander UK Plc applied to his business banking account. He's also unhappy with the time he had to spend on the phone getting this sorted out.

background

Earlier this year Mr H made a payment on his debit card and his business account went overdrawn by around £5.00. Soon afterwards he paid money into the account which paid off the overdraft. He's unhappy he was charged £30 in fees and charges for the overdrawn period and with the time he had to spend on the phone to get this sorted out.

Santander said the charge had been applied in line with the terms and conditions of Mr H's account but agreed to remove it as a gesture of goodwill. Our investigator didn't think Santander had done anything wrong but Mr H doesn't agree. So I need to reach 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 appreciate Mr H is unhappy with the overdraft charges but Santander has explained how these were applied and I can see they're in line with the terms and conditions of his account. And a Supreme Court ruling in 2009 means such fees and charges can't be challenged on the grounds they are too high or unfair.

I understand Mr H spent time on the phone talking to Santander about this but as I don't think it did anything wrong that's not something I can ask Santander to compensate him for. In any case following his call it agreed to remove the charge as a gesture of goodwill.

my final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 21 November 2016.

James Park
ombudsman