

complaint

Mr H complains that Santander UK Plc has not treated fairly in that it has refused to refund charges applied to the overdraft facility on his current account. He says he is in financial difficulty and has experienced various health problems, and that the bank should take these into account and refund the charges.

background

Mr H says that Santander has unfairly applied charges to his overdraft since September 2010 and that these are unaffordable given his financial difficulties. Mr H contacted the bank in February 2015 to describe these difficulties and request the refund. Santander responded to say it was not able to refund the charges. It did not refer him to its financial difficulty support team in its letter, though in a subsequent telephone conversation with Mr H, it did offer to provide this assistance.

Mr H says Santander has not responded positively and sympathetically to his situation, and should refund all charges applied to the account. Our adjudicator considered that Santander could have more clearly referred Mr H to its financial difficulty team when it first responded to his complaint. However, he was satisfied that Santander did refer Mr H to this assistance when it spoke to him at length about his situation. Our adjudicator agreed that Santander is not required to refund the charges.

Mr H does not agree, saying the charges are unfair and he is unable to repay them and the overdraft debt.

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 that Mr H has had a difficult time, both in terms of his physical and mental health, and in relation to his finances. I can see that this has contributed to the situation he finds himself in, where he is struggling to cover the costs of his overdraft and to repay the debt. But While I can understand why he would like the charges to be refunded, I'm afraid I'm not able to require Santander to do this.

Santander has been able to show that it applied those charges in line with the account terms and conditions. While the charges have increased in the five years since Mr H started paying them, Santander has produced copies of letters it says it sent to him to tell him of those increases. Because it acted in line with the account terms and conditions, I'm not able to find that it has acted unfairly or unreasonably in increasing the charges, and applying them to Mr H's account.

Santander is expected to respond positively and sympathetically when a customer tells it of any financial difficulties. I agree with the adjudicator that the bank could have done this sooner than it did. But I'm satisfied that the bank did offer to refer Mr H to its financial difficulty team when he spoke to it in August 2015. Mr H did not take up that offer, so I can't find the bank is at fault for not taking further action.

In any case, banks aren't required to respond to financial difficulties in a particular way. Santander had said it could look at refunding some of the more recent charges to the

account, but it isn't obliged to do so. Having made the offer of further assistance, I consider it has done what is expected of it. I can't say it's acted unfairly because it hasn't agreed to refund all fees applied to the overdraft.

I realise this will be an unwelcome outcome for Mr H but I'm not able to order Santander to provide more relief than it has offered. I understand the offer of help is still available, and I do encourage Mr H to take it up.

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 H to accept or reject my decision before 5 May 2016.

Catherine Wolthuizen
ombudsman