

complaint

Ms S complained that Santander UK plc (Santander) didn't pay a £100 promotional offer into her current account. And that Santander added bank charges to her account even when they knew she was having money problems.

Ms S wants all the charges refunded and the £100 paid into her account.

background

In 2011 Santander offered new customers £100 to open a 'preferred account' with them. Ms S saw that offer and switched her account to Santander.

Ms S later had money problems which meant some payments due from her account couldn't be paid. Because of this, Santander added bank charges to her account. Ms S told Santander about her money problems. Santander then cancelled some of the charges they'd added.

Our adjudicator didn't uphold Ms S' complaint but Ms S didn't agree with this. So the complaint comes to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

the £100 promotional offer

Santander sent us a copy of the promotional offer that was on when Ms S opened her account. One of the offer's conditions was that Ms S had to pay at least £1000 into the account every month for the first three months.

I've seen from the bank statements that Ms S didn't do this. I've also seen that Santander wrote to Ms S during those three months to remind her about the offer's conditions. And when Ms S couldn't pay in £1000 each month, Santander changed her account to one where she didn't need to do this.

So I don't think Ms S was entitled to the £100 payment. And I don't think Santander did anything wrong about this.

the bank charges

In 2009 the Supreme Court decided that bank charges couldn't be challenged for being too high or unfair. I have to take this into account in my decision. Looking at the charges, I think they were added correctly and in line with the account's terms and conditions.

Santander agree Ms S told them she was having money problems. Once Santander knew this, they had to act positively and sympathetically about these problems. Ms S said she didn't think Santander did this because they kept adding bank charges.

I've looked at the letters Santander sent to Ms S about the bank charges. And I've read Santander's notes of their calls with Ms S. I've also thought carefully about what Ms S has said about this.

I can see that – once they knew about Ms S' money problems – Santander cancelled the bank charges a number of times. They also helped Ms S by putting her account back in credit when she went overdrawn because of other bank charges.

I've also seen Santander gave Ms S information to try to help with her money problems. And they gave her details of money advice organisations.

Recently Santander also offered to refund Ms S another £169 of charges to settle her complaint. And they've also offered to close her bank account if Ms S wants this.

Taking everything into account, I think that's a fair and reasonable offer. And I think Santander has acted positively and sympathetically about Ms S' money problems.

my final decision

My final decision is Santander UK plc should refund Ms S the £169 as they've offered to do. And *if* Ms S asks them to, they should close Ms S' account. Santander UK plc don't need to do anything more than this.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 15 January 2016.

Julian Cridge
ombudsman