

## **complaint**

Ms M complains that Santander UK Plc has applied unfair charges to her account.

## **background**

Ms M told us that her only income is from benefits, and that she struggled because the payments weren't made on the same date each month. She said that Santander wouldn't give her a small overdraft to act as a buffer. Instead it just kept applying charges to her account. And then, when she tried to close her account and move to a different bank, it wouldn't let her switch. Ms M said that caused her severe stress, and made an existing medical condition worse. She said that she wanted all of the charges applied to her account in the last six years refunded.

Santander told us that it had given Ms M a refund of charges in 2011 and again in 2014. It had offered to help her if she was having financial difficulties. And it said that Ms M hadn't been able to switch her account because she was over her overdraft limit at the time when she applied for the switch. Once she cleared that, she was able to close the account and switch her banking to elsewhere. Santander said that it didn't think it had done anything wrong

Our investigator didn't uphold this complaint. He explained to Ms M that a court case in 2009 means that bank charges can't be challenged on the basis that they're unfair or too high. And there's no exception to that for people in financial difficulties. This service does expect banks to be positive and sympathetic to people who are in difficulties, but our investigator thought that Santander had done enough to help Ms M when it offered her refunds in 2011 and 2014. And he accepted that Ms M hadn't been able to close this bank account and switch to another one because she was over her overdraft limit. So he didn't think that Santander had done anything wrong. He didn't think that Santander needed to do any more than it had already done.

Ms M said Santander hadn't tried to help her, it just added fees onto fees. And she said she repeatedly asked for a small overdraft, but the bank refused, and just kept charging her. She wanted her case to be referred to an ombudsman, so it was passed to me for 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've reached the same conclusions as our investigator, and for the same reasons.

Our investigator has explained to Ms M that we can't consider whether the fees on her account were too high, because a court decision says that that bank fees can't be challenged on these grounds. I can check if the charges were properly applied, and whether the bank supported her when she was in financial hardship, so I have done that.

I've looked at the information that Santander has sent us about Ms M's account. I have seen nothing to suggest that the fees that have been applied aren't in line with the terms and conditions of Ms M's account, so I don't order the bank to refund these charges.

I can see that Santander has refunded some fees and charges to Ms M twice in the last six years. The first time, it was already trying to help Ms M with some financial difficulties. The second time, it offered to help Ms M again if she was in financial difficulties at that time. So I think that Santander responded when Ms M told it that she was in trouble. It has taken steps to support Ms M. In this case, that is all I would expect it to do.

Ms M said that Santander repeatedly refused to let her have a small overdraft, although she hasn't told us when she asked for this. So I can't comment on the specifics of her account at the time, I can only make a general comment about her request for an overdraft. And in general, this service wouldn't usually tell banks that they have to lend people money. That's a commercial decision for banks to make. I've looked at everything that Ms M has told us, and I haven't seen anything that has me think that I ought to make an exception to this service's general approach in this case.

Ms M also said that Santander wouldn't let her use a switching service to move her account to another bank. Santander said that Ms M wasn't able to use that service because she was using an unarranged overdraft at the time when she asked to switch. Once she made a payment to clear that, she was able to switch. I don't think Santander did anything wrong in asking Ms M to clear her unarranged overdraft before she moved her account out of the bank. So I don't think Santander needs to do anything to make up for that.

I know Ms M will be disappointed, but I don't uphold this complaint.

### **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 16 September 2017.

Esther Absalom-Gough  
**ombudsman**