

complaint

Mrs W complains about the amount Santander UK plc has charged her for her overdraft.

our initial conclusions

Our adjudicator found Santander was entitled to apply the charges, and she thought it had acted appropriately when Mrs W told it she was struggling financially. Mrs W didn't accept that. She asked to take the matter further, so her complaint was passed to me.

my final decision

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

Santander says it made the charges in line with the account terms, and I find nothing to suggest otherwise. It also says it sent Mrs W updated terms and conditions over the years, giving her notice of any changes – including changes to its overdraft charges. I'm satisfied it has the right address for Mrs W, and I see no reason why it mightn't have let her know when things were changing, as it usually does. Besides that, the charges are shown each month on Mrs W's account. I think it was clear how much she had been paying.

As the adjudicator explained, a court ruling in 2009 said the sorts of charges Mrs W is complaining about can't be challenged because they're unfair or too high. So I can't tell Santander to refund them on that basis. And I don't think Santander was wrong to offer Mrs W the overdraft in the first place. That seems to have been so she could avoid higher charges for going overdrawn by just a few pounds, and she has managed to keep the account within the overdraft limit.

I note what Mrs W has said about her financial difficulties, and I can see that the charges won't have helped her situation. But this doesn't mean Santander must refund them. It should treat Mrs W positively and sympathetically, and I think it has done that by suggesting she pay back the overdraft gradually. It has also told her about a free debt-advice agency. For these reasons, while I realise Mrs W will be disappointed, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs W either to accept or reject my decision before **13 June 2016**.

Janet Millington

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.