

## **complaint**

Miss M complains that Santander UK Plc has imposed unfair and unreasonable bank charges.

## **background**

Miss M incurred some £1,200 worth of fees and charges in the period December 2011 to May 2013. In April 2013 she contacted the bank about her account and it agreed to waive fees of some £150 and in May the bank waived further fees of £140. The bank says that Miss M did not contact it about the fees and charges prior to this and they have been imposed in accordance with the standard terms and conditions. Miss M complained to the bank which rejected her complaint.

She brought the complaint to this service and it was reviewed by one of our adjudicators who did not recommend that it be upheld. Miss M explained that following separating from her partner she was a single mother struggling financially and she did not understand the charges or how to avoid them. As a result she had ended up in a cycle of charges which left her in debt. The adjudicator said that following the Supreme Court ruling in 2009 bank charges cannot be disputed as being too high or unfair.

She further explained that when Miss M had contacted the bank it had waived some of those charges and she considered that to have been a reasonable response. Miss M did not agree. She said the bank was aware that she was in financial hardship and did nothing about it. She said that she did not know she could have questioned the charges and the bank was neither positive nor sympathetic.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

While I have some sympathy with Miss M, ultimately the responsibility for managing an account lies with the customer. I am not persuaded that the bank has made any errors in how it has applied the overdraft charges. As mentioned above, following the Supreme Court test case, these charges cannot be challenged as unfair or too high. I can see no reason to direct the bank to refund all, or any, of them.

She did not inform the bank of her problems until April 2013 and at that point it waived fees and charges. That is a fair and reasonable response. The bank has an obligation to deal with customers positively and sympathetically in helping them resolve their financial difficulties, but that is dependent on the customer making the bank aware of their problem. I gather Miss M is on a sounder financial footing now and is managing her account so that she avoids unnecessary charges. However, I do not consider the bank should be obliged to refund charges for earlier periods which it imposed in line with the agreed terms and conditions. I appreciate that Miss M says she was not well informed on banking matters, but that does make the bank responsible for her use of the account.

## **my final decision**

My final decision is that I do not uphold this complaint. Under the rules of the Financial Ombudsman Service, I am required to ask Miss M to accept or reject my decision before 21 May 2015.

Ivor Graham  
**ombudsman**