

complaint

Mrs B complains that Santander UK Plc has imposed unfair bank charges.

background

Mrs B has incurred bank charges for some nine years on an account which is used to receive child benefit. She complained to this service on October 2017 and it was considered by one of our investigators who didn't recommend it be upheld.

She explained that the earlier charges fell outside our jurisdiction due to them being outside the time limits we can consider. She appreciated the account was used to receive child benefit, but explained that didn't prevent charges being applied in accordance with the account's terms and conditions.

The investigator said that in November 2009, the Supreme Court ruled that current account charges can't be challenged for being too high. But they must be applied in line with the terms and conditions of the account. In this case, having looked at the terms and conditions, and the account statements, she was satisfied they were applied correctly.

The investigator noted that usually when a customer is experiencing financial difficulty, we would expect Santander to act positively and sympathetically. But that doesn't extend to it being required to stop, waive or refund any fees and charges it applied in line with its terms and conditions.

Santander had sent its notes on the account and the investigator saw that it had agreed to refund some of the fees Mrs B had been charged. She thought this showed the bank was willing to assist and had helped her when she was struggling financially. Mrs B had also mentioned Santander wasn't willing to provide her with an overdraft, but the investigator noted it had no record of a formal request. She suggested Mrs B may wish to make one, but it was up to Santander to decide if it wished to offer an overdraft.

Mrs B didn't agree with the investigator's opinion and asked the matter be referred to an ombudsman. She said she hadn't realised she could complain before now.

my findings

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

We do not have a free hand to consider every complaint that is referred to us. Our rules, which we are required by law to follow, say - amongst other things - we cannot generally look at complaints which are referred to us:

- more than six years after the event complained of; or (if later)
- more than three years after the complainant knew or ought reasonably to have known that he had cause for complaint.

We can extend that time limit if there are exceptional circumstances (usually, a reason why it was not possible to bring the complaint in time), if the bank does not object or if there is a written acknowledgment that a complaint was made to the bank within the relevant time

limits. As such I believe some of the charges fall outside our jurisdiction. However, even if they did I don't consider the bank has made any error in applying the charges.

Considering the more recent charges, while I have some sympathy with Mrs B, 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.

That said I would remind the bank of its obligation to deal with Mrs B positively and sympathetically in helping her resolve her financial difficulties. If she doesn't consider the bank to have met its obligations in the future she may be entitled to bring a fresh complaint.

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 Mrs B to accept or reject my decision before 15 December 2017.

Ivor Graham
ombudsman