

complaint

Ms N complains that the charges added to her account by Santander UK Plc are unfair and unreasonable and she'd now like them refunded.

background

Ms N has a current account with Santander. In 2013 she raised her concern with Santander about the charges being applied to her account. Some charges were refunded at this time and Ms N was advised how to manage her account to avoid further charges going forward.

In 2016 Ms N raised further concerns about her account charges. She was unhappy that her account showed £25 in charges had been added in December 2016. She didn't accept Santander was entitled to apply them and felt the charges were in any event unreasonable. She asked for a full refund. Ms N also asked for all the charges going back to the start of her account to be reviewed. She said although she'd complained in 2013 the issue hadn't been resolved and this was part of her complaint about the poor service she'd received.

But Santander said the charges had been applied in line with the account's terms and conditions. It said the charge in December related mainly to the use of an unauthorised overdraft between November and December. However it said it had written off £171 of the actual amount incurred leaving only the balance of £25. It felt this was reasonable.

Santander went on to say it had written off various charges at different times to help Ms N. And although it acknowledged Ms N felt the charges were unfair, it said it had discussed them with her previously and explained what they were for and how she could manage her account to avoid them. It didn't agree it needed to do anything more.

Santander said it had dealt with Ms N's complaint when she raised it in 2013 and had told her about her right to complain to this service at that time. In the circumstances it didn't agree to look at all the charges on Ms N's account going back before 2014.

Our adjudicator first considered whether we could look at the earlier complaints raised by Ms N and came to the view we couldn't. She said Ms N had raised her complaint in 2013 and had had a final response letter from Santander at that time. This letter had also told Ms N about her right to bring her complaint to this office and the time limits for doing so. As Ms N hadn't done so - and there was no reason to explain the delay - she said these complaints were now out of time.

With regard to the charges that had been added after 2014, our adjudicator didn't agree they were unfair. She said they'd been applied in line with the published terms and conditions so she wouldn't be asking Santander to remove them.

But Santander had since offered to waive £366 of the charges and pay £75 compensation. Our adjudicator said she considered this to be a fair offer to resolve the dispute and recommended Ms N to accept.

Ms N however disagreed and said she didn't agree the charges had been applied correctly. She felt that they should all be removed and, as a part of this, she said it was necessary to look at all the charges on her account, both before and after 2014. She asked for her complaint to be referred to an ombudsman.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've come to the same conclusion as the adjudicator and for the same reasons.

Turning first to the question of what we can and can't look at, I've seen Ms N feels we should go back to the start of her account and consider all of the charges, including those she'd complained about in 2013. However the rules that govern this service say that where a final response has been issued- as it had in this case in 2013 – the complaint must be brought to this service within six months of the date of that letter. And I've seen Santander explained this in its final response. I've looked at the information we have to see if there's any reason to extend the timescale but I haven't seen anything to justify this. For that reason I'm sorry to tell Ms N that I consider these earlier complaints are now out of time and my decision will only be looking at the charges raised after 2014.

Ms N has explained very clearly why she considers these charges to be unfair and too high. But Santander, like all banks, is entitled to apply charges for certain services, including providing an unauthorised overdraft. And it's not for me to say how much those charges should be. I have however looked at whether the charges have been applied correctly and in this case I'm satisfied they have. The charges are in line with the account's published terms and conditions, so I can't agree Santander has made a mistake.

And while I appreciate Ms N feels the charges are unfair, I don't consider Santander is being unreasonable. I've seen it's discussed the problem with Ms N several times and offered her advice on how to avoid them as well as refunding a number of the charges at different times.

Having said that, I am aware that in this case Santander has made an offer to repay £366 in charges and £75 compensation, making a total of £411. It seems to me this is a very fair offer to resolve this complaint and I hope Ms N will feel able to accept it. I'm aware Ms N hasn't accepted this previously but I understand this offer is still open to her should she wish to do so.

my final decision

My decision is that Santander UK Plc should pay Ms N £411 as they've offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 6 October 2017.

Cerys Jones
ombudsman