

complaint

Mr A complains that he was unable to access his account with Santander UK plc online for several months in 2012 due to problems with his computer. He incurred charges as a result of going overdrawn in this period.

background

Mr A has a current account with Santander UK Plc (Santander). He had difficulties with his computer in 2012 and was unable to view his online statements. Mr A's account was in debit during this period and he incurred charges. Mr A is unhappy that Santander did not contact him to tell him that the account was overdrawn, and that he was incurring charges as a result.

The adjudicator did not recommend that the complaint should be upheld. She considered that Santander had set out the charges in the monthly statements that were emailed to Mr A. The adjudicator noted that Mr A had not contacted Santander when he could not access his account to discuss his balance. The adjudicator pointed out that we cannot challenge the fairness of charges following a Supreme Court decision.

Mr A is not happy to accept the adjudicator's recommendation. He says that Santander should have agreed to increase his overdraft to reduce the fees he was being charged. Mr A adds that the fees are disproportionately high compared to the level of his overdraft. Further, Santander should have contacted him to tell him that charges were being applied.

my findings

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

A customer has a responsibility to monitor his or her account. If Mr A was unable to check his balance online, I consider that it would have been reasonable for him to check it in some other way, such as by telephone, visiting the branch or using a cash machine.

Santander applied charges to Mr A's account in line with the terms and conditions of the account when Mr A went overdrawn. Mr A says that Santander should have contacted him to tell him that charges had been added to his account. The charges were, however, set out in the monthly statements that were emailed to Mr A. He had not told Santander that he was unable to access these online, and so I find that it was reasonable for it to assume that Mr A was aware of them.

Mr A says that the charges applied to his account were excessive in comparison to the level of his overdraft. The Office of Fair Trading brought a test case several years ago about the fairness of charges. It resulted in a decision by the Supreme Court concluding that charges could not be challenged on the grounds that they are too high or amount to penalties. I am unable to find, therefore, that the charges applied to Mr A's account were unfair because they were too high.

Banks are, however, expected to treat customers who are in financial difficulty positively and sympathetically. I note that Santander has refunded charges of £100 to Mr A's account. I do not consider that it is required to refund any further amount.

The decision as to whether or not a customer is allowed the benefit of an overdraft is a matter for a bank's individual commercial judgment. We are not a regulator, so it is not for us to say how a bank should decide, as a matter of policy, what, if any, overdraft should be given to Mr A. I am unable, therefore, to find that Santander acted unfairly in not giving him an increased overdraft.

my final decision

My final decision is that I do not uphold this complaint.

Rosemary Lloyd
ombudsman