

complaint

Mr H complains that Santander UK Plc (Santander) applied unfair bank charges to his account.

background

Mr H says the charges Santander applied to his account are unfair, and that they've put him into financial difficulty. He wants all charges over the past six years to be refunded.

Mr H contacted Santander in November 2016 to complain about the charges it had applied to his account. He didn't hear back, so contacted it again in December 2016. Santander then apologised for not dealing with his complaint as quickly as it should've and gave him £50 to recognise this. As Mr H hasn't said he's unhappy with this, I've not considered this as part of his complaint.

In response to his complaint about the bank charges, Santander said they'd been applied fairly, and that they'd also previously made goodwill refunds to Mr H's account totalling £320.

As part of its response, Santander also suggested that its financial support department call Mr H to discuss his situation and the charges.

Our investigator didn't uphold Mr H's complaint. She explained that:

- In line with the Supreme Court's ruling in 2009, we're unable to challenge bank charges as being unfair.
- Santander applied the charges fairly and in line with the relevant terms and conditions of Mr H's account.
- Banks aren't obliged to refund or suspend charges, and that Santander had acted positively and sympathetically when notified of Mr H's change of circumstances.

Mr H didn't agree with the investigator's opinion, and so his complaint's been passed to me for a final decision.

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 looked at everything, I'm not going to uphold it. And I'll explain why.

As well as other factors, I have to take into account the relevant law when deciding cases. And as our investigator explained, because of the Supreme Court's ruling I can't consider a complaint as to whether Santander's charges were too high or excessive.

But what I can look at is whether Santander applied the charges in line with the terms and conditions of Mr H's account. And if they weren't legitimately applied, I could ask it to refund them.

Mr H had an authorised overdraft from August 2009. Looking at his bank statements, I can see that he was using this on a daily basis. I can also see that he frequently exceeded his authorised overdraft limit, and was charged an unarranged overdraft fee. The account's terms and conditions explain that fees will be incurred when this happens.

I've considered whether Santander acted positively and sympathetically when Mr H made them aware of his financial situation. In September 2013, he told it that he'd become self-employed after losing his job. And as a goodwill gesture, it reversed some of the charges he'd incurred.

I can also see that on another occasion it reversed charges as a gesture of goodwill, and advised Mr H as to how he could avoid them in the future. And it asked Mr H to contact it so they could discuss his current situation.

I'm therefore satisfied that Santander has acted fairly towards Mr H, and I don't think it needs to do anything else.

my final decision

My final decision is that I'm not going to ask Santander UK Plc to take any further steps to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 20 March 2017.

Nicola Beakhust
ombudsman