

complaint

Mr H is unhappy about the monthly charges applied on his account by Santander UK Plc.

background

Mr H had an account at a third party bank which has since been acquired by Santander. Since Santander acquired the account, the monthly fee levied when he entered the agreed overdraft facility has been £20/month, rather than £5 he expected. Mr H complains that Santander did not inform him of this increase. He would like the fee to be reduced and all charges over £5 to be refunded. Santander has responded to say that Mr H was made aware of the change in fees via his online banking facility. Mr H maintains he does not use this due to suspected fraud on his account and that he has requested paper statements only and as a result did not know about any fee increases.

The adjudicator did not recommend that this complaint should be upheld. He concluded that the account in question did not allow Mr H to opt for paper statements. Given Mr H never changed the nature of his account, and that there is no record of him contacting the bank to inform it that he was not receiving paper statements, he did not conclude that the fees had been applied erroneously.

my findings

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

I have sympathy with Mr H who feels the charges are too high and that he took steps to inform Santander that he was not happy with the account and the internet banking facility it offered.

However, in all the circumstances, I consider it more likely than not that Mr H received notification of the increase in charges on his account via his online banking facility. While I note Mr H says he informed Santander that he wanted only postal statements, the fact remains that the account he held did not provide for such. Rather, it was only possible to receive statements online under the terms and conditions of the account. In order to alter this means of receiving statements, Mr H would have had to change his account.

Given the account was not changed and that there is no record of Mr H advising Santander that he would no longer use his internet banking facility, I am unable to conclude that the account was changed or that Santander made an error. I also note that no paper statements have been sent to Mr H. In addition, I am satisfied that at no time has Mr H informed Santander that he was not receiving paper statements. I agree with the adjudicator that had the account been changed, it would have been incumbent on Mr H to notify Santander that paper statements were not being received.

Accordingly, I consider that Mr H is bound by the terms and conditions of his account, as there has been no amendment or variation made to that account. As a result, I find that he is subject to changes that are made to the fees levied on the account from time to time. I am satisfied that Santander provided notification of these changes via the online banking facility. I do not consider Santander to be at fault in using this facility as the account remained one for which online banking was the means of communicating with customers.

my final decision

My decision is that I do not uphold this complaint.

Zoe Copley
ombudsman