

complaint

Mr T complains that Santander UK Plc will not give him an overdraft, has applied charges to his account and is discriminating against him.

our initial conclusions

Our adjudicator did not recommend that the complaint should be upheld. Santander explains it would not give Mr T an overdraft due to the conduct of his account and our adjudicator considered this was an example of it exercising its commercial discretion, in which we would not normally interfere. He also considered Santander applied the charges to the account in line with its terms and conditions, but despite this it had already refunded some of them which was fair. He did not consider Santander had made an error or should be required to provide Mr T with an overdraft or refund any more fees to him. Mr T does not agree and says, in summary, that he has not been treated fairly, positively or sympathetically by Santander given his financial difficulties, how the bank treats other customers and his financial history. He says it has discriminated against him.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr T and Santander have provided. Having done so, I agree with the conclusions reached by our adjudicator for broadly the reasons given.

Furthermore, banks are required to deal with customers in financial difficulty positively and sympathetically, but this does not necessarily mean that a bank must refund charges applied or grant an overdraft. In this case, I note Santander has nevertheless refunded some charges. Overall, I am not persuaded Santander has failed to act fairly, positively and sympathetically to Mr T's financial difficulties and challenging personal circumstances, or that it has discriminated against him as he suggests. While Mr T may disagree with the bank's reasoning and decisions not to give him an overdraft and how it deals with other customers, like students, these are matters of Santander exercising its commercial judgement, in which we would not normally interfere.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr T either to accept or reject my decision before 1 October 2013.

Stephen Cooper

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

Mr T has provided detailed submissions to support this complaint, which I have read and considered individually in their entirety. But my findings are expressed in considerably less detail and focus on what I consider to be the central issues.

My role as an ombudsman is to consider the individual complaint and decide whether something has gone wrong. But a court may take a different view of the situation; if he does not accept my decision, Mr T will be free to pursue his arguments – including those relating to the Equality Act 2010 - in any court action that may arise, if he so wishes.

I would remind both parties of the bank's continuing obligation to treat Mr T positively and sympathetically whilst he is in financial difficulty.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.