

### complaint

Mr B complains that Santander UK plc unfairly applied charges to his account. He'd like the charges refunded.

### our initial conclusions

Our adjudicator didn't uphold the complaint. He didn't think Santander had done anything wrong. Mr B doesn't agree. He thinks he's been charged twice.

### my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I sympathise with Mr B's situation. He's clearly got difficult personal circumstances. And now he's had to pay some bank charges. But I've looked at the terms and conditions. I find nothing to say Santander hasn't applied these correctly. And the law doesn't allow bank charges to be refunded because a consumer feels they are too high or unfair.

Mr B feels he's been charged twice. I've looked at his statements. The charges are different and they are correct. £10 was a paid transaction fee. This was charged as there wasn't enough money in Mr B's account to make a direct debit payment. But the bank still paid the direct debit. Unfortunately Mr B's account then went overdrawn. £6 is the daily fee for an unarranged overdraft. I can understand Mr B's confusion but the charges are correct. Mr B might want to talk to Santander to see if he can arrange a planned overdraft. That might have helped him here.

Mr B thinks the charges should be refunded as he's suffering financial hardship. Banks don't have to refund charges for this reason. But we do expect them to respond positively and sympathetically to customers in financial hardship. I can see from Santander's customer notes it refunded some charges in August 2014 as a gesture of goodwill. I've looked at some of Mr B's statements. These don't seem to show financial hardship. And I can't see any evidence from the account notes that Mr B told Santander he was having financial problems before he incurred these charges. I don't think Santander is at fault here. So I don't think I can reasonably ask it to refund Mr B's charges.

### **My final decision is that I don't uphold this complaint.**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before 10 March 2016.

**Bridget Makins**

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

**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.