

complaint

Mr C complains that Santander UK Plc charged him fees when his current account was overdrawn even though he told it he was in financial difficulties. He also says that one of Santander's advisers was rude to him when he called about the fees.

background

Mr C says that Santander refused to give him an overdraft and then charged him fees when his account was overdrawn. He says that any money he puts into his account is used up by the fees and that he barely has enough money to eat. Mr C told one of Santander's advisers about his difficulties on the phone but he says the adviser was rude to him. Mr C wants Santander to refund the fees.

Our adjudicator didn't recommend that the complaint should be upheld. She thought that Santander had charged the fees in line with the terms and conditions of Mr C's account and had given him advice about avoiding further fees.

Mr C disagreed; he thinks that Santander has treated him unfairly.

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 done so, while I know it will disappoint Mr C, I have come to the same conclusion as our adjudicator for much the same reasons.

Santander says it followed its terms and conditions when it added the fees to Mr C's account. I've looked at the terms and conditions and I'm satisfied that Santander was allowed to charge the fees. Banks do have a duty to treat customers who have financial difficulty positively and sympathetically. This doesn't mean they have to refund or stop fees and charges.

As our adjudicator explained, most of the fees were applied because there wasn't enough money in Mr C's account to cover some direct debits Mr C had. I can understand why Mr C thinks it's important that the direct debits are paid. But I also think it's reasonable for Santander to charge him fees if there isn't enough money in his account to cover the direct debits. I can see that Santander offered Mr C the opportunity to review the income and outgoings on his account. It also told Mr C that he might be eligible for a refund of one month's fees as a gesture of goodwill once his account had been reviewed.

It's for Santander to decide whether an overdraft should be granted. It may be that Santander considered that in Mr C's case, an overdraft wouldn't have helped him. Overall, I consider that Santander acted reasonably and responded positively to Mr C's situation. I don't think it would be fair and reasonable for me to tell it to refund the fees it has charged Mr C.

I have listened to the recording of the call when Mr C says one of Santander's' advisers was rude to him. While I appreciate how stressful such a call would have been for Mr C given his situation, I think that the adviser tried to explain Mr C's options and wasn't rude to him. I think it's important that Mr C contacts Santander again to discuss his difficulties and review his financial position. I have no reason to think that Santander won't be willing to discuss

Mr C's options with him so that a helpful solution can be found.

my final decision

My decision is that I do not uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 November 2015.

Michael Ranaghan
ombudsman