

## **complaint**

The director of D, a limited company, complains on its behalf that bank charges applied by Santander UK plc relating to unpaid items or when the current account has been overdrawn were excessive and unfair.

## **background**

Following the complaint Santander refunded £381 of bank charges and has paid D £50 in compensation for the way in which the complaint was handled.

The adjudicator did not recommend that Santander do any more. She noted that as this was a company account unfair consumer contract terms quoted by the director did not apply. But, she said that it was relevant that when the UK Supreme Court considered a test case on personal bank charges it found that they could not be challenged on the grounds that they were unfair or too high. She noted that the director was concerned at the way that payments were debited to the company account to maximise charges and also that a post-dated cheque had been paid. She said that the system of applying debits was automated and that it was up to D to ensure it had the necessary funds when items were presented. The terms and conditions of the account said that post-dated cheques must not be written but if they were then the outcome could be that they be returned unpaid or paid immediately.

The director of D did not agree. He said that Santander's charges are unfair and excessive and designed to maximise revenue.

## **my findings**

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

Having done so I find that I agree with the conclusions of the adjudicator and for the same reasons. When a complaint was first raised all of the charges applied in one month were refunded by Santander. Future charges have been applied in line with the terms and conditions of the account.

## **my final decision**

In light of the above my decision is that I do not uphold this complaint.

Michael Crewe  
**ombudsman**