

### **complaint**

Mr and Mrs D are unhappy with the level of default charges applied by Santander UK Plc to their current account, and with the timing of payments being made from their account.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld. In her view, Santander had correctly applied the unarranged overdraft fees as the account had exceeded the agreed overdraft limit. She confirmed Santander had no control over when the payments were requested. Mr and Mrs D remain unhappy with the level of charges applied and with the timing of payments being made from their current account.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr and Mrs D and Santander have provided. Having done so, I find that I have come to the same conclusions as the adjudicator did, for much the same reasons.

As the adjudicator has explained, the Supreme Court ruling in 2009 on current account charges said that bank charges cannot be challenged because they are unfair or too high. This means banks and building societies do not have to refund any charges that are applied in line with the terms and conditions of an account.

I am satisfied that Santander has no control over when either direct debit or debit card transactions are presented for payment.

I conclude that Santander has done nothing wrong and I cannot properly require the bank to refund charges on these grounds.

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

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs D either to accept or reject my decision before 8 October 2013.**

*Andrew McQueen*

*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.