

complaint

Ms T complains about bank charges that Santander UK PLC has applied on her account.

background

Our adjudicator didn't uphold Ms T's complaint. After looking carefully at Ms T's account history, our adjudicator felt that Santander hadn't applied charges incorrectly or unfairly. And he explained that it wasn't unlawful for the bank to apply bank charges in her situation.

Santander had already refunded some charges and offered to pay Ms T a further £50 to settle her complaint. Our adjudicator felt this was a fair and reasonable response and didn't feel it was appropriate to recommend the bank should do anything more than this.

Ms T feels that she's been charged unfairly and Santander has acted unlawfully because when it took over her account it simply applied charges without sending her a copy of its terms and conditions. She feels that most payments Santander has made to her have all been in response to Santander errors. So she doesn't feel she's had fair compensation for the huge amount of unnecessary stress and inconvenience she's been caused.

my findings

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

I understand that Ms T feels that Santander should pay her compensation for bank charges that she feels it shouldn't have taken.

Our adjudicator has explained that it has been decided in court that it is generally not possible to challenge bank charges as being unfair or too high. Charges have been applied to Ms T's account in accordance with the account's terms and conditions. Those were available to view so I can't fairly say that Santander didn't make this information freely available to its customers. And in Ms T's case, during an exchange of messages in 2012, it gave her specific directions telling her how she could see its current overdraft fees online. So I don't find that Ms T couldn't have known about Santander's charges.

I've taken into account Ms T's view that Santander owed her redress for mistakes it made, and it hasn't yet compensated her properly.

I can see that Santander did previously tell Ms T that an Unarranged Overdraft and Paid Item charges could have been waived because Santander allows each customer a one off gesture of goodwill. It said it was an error that this hadn't been done when she first got in touch. So Santander apologised for this and refunded all the charges (some £55) for that statement period, including the Daily Arranged Overdraft.

But looked at overall, I don't find that Santander acted wrongly, unfairly or unreasonably in applying charges. Or in the way it responded to Ms T when she got in touch about this.

Banks must treat fairly any customer who has financial problems. This does not mean that it must refund all bank charges. But I can see that when Ms T approached Santander it did respond helpfully by refunding some charges she'd incurred. So I think the bank was sympathetic to her situation. Also it gave her some advice about how to avoid bank charges.

And I can see it has provided Ms T with details of organisations able to provide free advice and assistance to help manage money problems.

I consider, looked at overall, Santander's offer to pay Ms T the £50 previously offered is fair and reasonable in these circumstances. So I don't require the bank to take any further action.

my final decision

My decision is that Santander UK PLC should pay Ms T £50 as it has offered to do.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms T to accept or reject my decision before 3 July 2015.

Susan Webb
ombudsman