

complaint

Mr B complains that Santander UK Plc told him he would not incur charges for unpaid regular payments on his current account but are now charging him. He wants the bank to refund all charges taken and pay him compensation for the distress and inconvenience.

background

Mr B opened a current account in 2010 and first incurred charges for unpaid items in 2011. Since that time the bank has waived and refunded total fees of £300 as a gesture of goodwill. Mr B says that when he opened the account, he was told that the account would not incur these charges. The bank says that the account he opened was a 'basic' account, which does not allow the account to overdraw but does charge for items returned unpaid. The bank says he would have been sent the terms and conditions of the account when it was opened.

The adjudicator did not recommend that the complaint should be upheld. He concluded that Mr B may have been given incorrect information at the time the account was opened. But the charges taken were in line with the terms and conditions of the account and the bank had not made an error in taking the charges. Mr B said because he was mis-advised, the charges should be refunded.

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 find no evidence of what was discussed concerning charges for unpaid items at the time the account was opened. I am satisfied that Mr B was given some incorrect information when he opened the account. But I am also satisfied that he would have been sent the correct terms and conditions for the account setting out the correct charging structure. In these circumstances, I do not require the bank to run the account in line with the incorrect information given. But I do require it to pay some compensation for the confusion caused. I find that Mr B has been aware since 2011 that he was incurring charges and that he had a responsibility to manage his account in a way to avoid these charges. I conclude that the bank has not made an error in taking charges for unpaid items. I consider that by waiving and refunding £300 of charges it has treated Mr B fairly and reasonably. I do not require the bank to agree to refund any further charges on the account.

my final decision

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

John Thornton
ombudsman