

complaint

Mr L complains about charges applied to his account by Santander UK Plc.

background

Mr L withdrew money from his account after fraud had been attempted on the account. He thought the account had been closed, but as there was still a balance, a £2 monthly account fee applied, which caused the account to go overdrawn and resulted in unauthorised overdraft fees being applied. The bank says Mr L did not give it instructions to close the account and the £2 monthly fee is payable until the account is closed. Mr L contacted the bank in April 2013 and the bank refunded the unauthorised overdraft fees of £95 for May 2013. As the remaining balance was not cleared it continued to incur monthly account and unauthorised overdraft fees. Following our involvement, it has offered to refund remaining fees of £401.56 and to amend Mr L's credit file.

The adjudicator found nothing in the bank's records to indicate that Mr L had asked for his account to be closed, and she considered the bank's offer was fair.

Mr L disagrees. He says he should be compensated as he has been refused a phone contract and a credit limit increase with another lender.

my findings

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

Like the adjudicator I am not persuaded the fees were wrongly applied. Mr L was still receiving bank statements for the account, after he says he thought it had been closed. I consider the statements should have alerted him it wasn't and that it was building up monthly account and unauthorised overdraft fees.

The bank, as a gesture of goodwill, has offered to refund the £401.56 and to amend Mr L's credit file. Overall, I consider the bank's response is a reasonable one.

Whilst I acknowledge Mr L says he has been refused credit and a phone contract, I think it would be difficult for me to conclude with any certainty that this was only because of the information the bank had recorded on his credit file. A range of factors are considered when making lending decisions. In any case, as I have already said, I find the bank was entitled to apply the charges it did and it has agreed to amend Mr L's credit file. In all the circumstances, I don't find it appropriate to make a further award in addition to what the bank has already offered.

my final decision

My final decision is that Santander UK Plc has made a fair offer. In settlement, it should:

- refund to Mr L's account unauthorised overdraft and monthly account fees of £401.56; and
- amend the information it has recorded on Mr L's credit file so that it shows no adverse information from April 2013 to the date of closure.

Naseem Malik
ombudsman