

complaint

Mrs T says Santander UK Plc ignored a secure message she sent. And it won't agree to refund all fees, interest and charges from the date she got in touch about her financial difficulties. The bank offered to refund some of the fees and charges that were applied in error when Mrs T's account was in collections. Mrs T doesn't accept this offer. She says she let the bank know about her difficulties using its secure message service so the refund must go back to the date of this contact.

our initial conclusions

Our adjudicator said that the bank's offer was fair and reasonable. She said that the bank had replied to Mrs T's secure message saying it wasn't going to do as she had asked, and to call if she needed to discuss further. Its financial difficulties team had also written to Mrs T but got no reply. She agreed that the bank should refund the fees and charges it added by mistake when Mrs T's account was in collections.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs T and Santander have provided.

I don't think the bank should refund any additional fees and charges. I understand this will be disappointing for Mrs T but the evidence shows Santander replied to her secure message - and I don't think it was unreasonable to tell her to call for further assistance. I know this wouldn't have been easy for Mrs T, but I can't agree that the bank ignored her message as she says. It also wrote to her but had no response. And whilst the bank must help customers in financial difficulties this doesn't mean it has to freeze interest and charges on demand.

I agree it should refund the charges and fees applied in error.

My final decision is that Santander UK Plc must refund £150 of charges and £114 of unarranged overdraft fees to Mrs T's account.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs T either to accept or reject my decision before 29 June 2015.

Rebecca Connelley

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

I would urge Mrs T to contact the bank if the repayment plan she mentioned is not agreed, and in place. I would remind the bank that, in cases of financial difficulties, it has a regulatory requirement to act positively and sympathetically.

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.