

complaint

Miss A complains about charges applied to her account by Santander UK Plc.

background

Miss A was experiencing financial difficulties following a reduction in her income in 2011. She contacted Santander in 2015 and asked them to repay all charges applied to her account over the last 4 years and to freeze charges going forwards.

Santander refunded a small amount of charges but was unwilling to freeze future charges and interest.

Miss A says that her overdraft continued to increase and that in May 2016 she was pressurised by Santander to agree a payment of £30.00 per month, which she says she couldn't afford.

Miss A contacted Santander in August 2016 and agreed a reduced payment of £5.00 per month.

Miss A wants the bank to refund all charges applied to her account in the last 6 years, which she says total £1809.00.

The adjudicator did not uphold the complaint. He said that the charges had been applied in line with the terms and conditions of the account. He also found that the bank had treated Miss A positively and sympathetically when she advised it that she was experiencing financial difficulties.

Miss A did not agree. She said that Santander had "put her on the spot" when it asked her to give details of her income and expenditure on the telephone. She also said that the charges imposed by Santander were disproportionate.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've looked at the terms and conditions of Miss A's account. These say that fees and charges can be applied where an overdraft facility is used.

I've also looked at Miss A's bank statements from January 2011 to August 2016. During 2013 the overdraft facility was used but the account balance stayed within the agreed limit for most of the time. Throughout 2014 and 2015 the account balance was regularly overdrawn.

The overall picture is that the overdraft facility was used regularly. So I can't find that Santander has made an error in imposing charges because it acted in line with the terms and conditions.

Miss A says that she was pressurised into agreeing a repayment plan. I've listened to the call of 24 May 2016. The adviser asked Miss A to give details of her income and

expenditure. This showed that there were surplus funds of £63.00 available each month. Miss A was asked to suggest an affordable payment and she suggest £30.00 per month. On balance, I can't find that Miss A was pressurised into the agreement.

I've also listened to the call of 12 August 2016. Miss A gave details of her financial circumstances and Santander agreed to reduce the monthly payment to £5.00. Again, I can't find that the bank put pressure on Miss A or treated her unfairly.

I've considered how the bank treated Miss A when she contacted it about her financial difficulties. I can see that in August 2013 the bank agreed to waive charges of £50.00. In January 2014 it agreed to refund charges of £85.00. In February 2015 it agreed to refund charges of £20.00.

Taking all of this into account, I'm satisfied that the bank have acted positively and sympathetically towards Miss A. It has agreed repayment plans with her and when she telephoned them on 24 May 2016 and 12 August 2016, it agreed to waive all future charges and interest. However, the bank isn't obliged to refund all charges when a customer is in financial difficulties and I won't be asking it to do this.

I acknowledge Miss A's strength of feeling at the amount of charges applied to her account. But as I've said, these charges have been applied in line with the terms and conditions of Miss A's account. The level of charges is a business decision for the bank and not something which this service can challenge.

For the reasons given above, I won't be asking the bank to do anything further.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 17 August 2017.

Emma Davy
ombudsman