

Contested fee increase

Topic: **Fees and charges** Case number: **2022/21**

The client's bank had massively increased the advisory fees. The client only realised these two quarters later, after the increased fees had already been charged twice. She was of the opinion that she had not been properly informed of the fee increase and complained to the bank. The bank refunded her the fees for one quarter, which she was not satisfied with. She then submitted the case to the Ombudsman. In the course of the ombudsman proceedings, the bank was not prepared to make any further concessions.

The advisory fees were increased tenfold by the bank in the present case. The resulting burden amounted to about one third of the total assets held by the client with the bank each year. It was obvious that continuing the banking relationship did not make sense for her for cost reasons.

According to the documents submitted by the client, the bank claimed that the information about the fee adjustment had been properly provided by making available the corresponding correspondence in e-banking. According to the client, she had indeed applied for an e-banking connection, but had never activated it and had never logged into the system. She had only corresponded with her relationship manager by e-mail and telephone. The Ombudsman confronted the bank with questions about the exact procedures in connection with the notification of the fee increase. He also raised the question of whether, in view of the tenfold increase in fees and the fact that they were disproportionate to the client's bank assets, information should not also have been provided via the communication channels that the client actually used on a regular basis.

The bank explained that the client had expressly requested that the correspondence be sent exclusively via e-banking when opening the account and that the information about the fee increase had therefore been validly sent to her via the communication channel agreed with her. On the basis of the agreement, delivery by e-banking was equivalent to delivery by ordinary post. It was not the bank's responsibility to ensure that the client had actually activated e-banking and used it regularly. The correct use of the agreed and provided channel was the responsibility of the client, who had to bear the responsibility for her negligence in this regard. The bank considered the client's behavior to be unusual and compared it to a person who never empties his mailbox and who was therefore to blame if he did not learn of the messages sent to him. The bank pointed out that the client had enjoyed special conditions for the duration of the relationship and that it had already accommodated her with half of the disputed amount. The bank categorically refused to make any further concessions, so that further mediation efforts seemed futile.

In a final letter, the Ombudsman explained to the client that in his view the fee principles explained in case 2022/20 above had been complied with. However, in view of the specific circumstances of the individual case and the great significance of the fee increase for the client, he regretted that she had not been additionally informed through a communication channel she had used. This was not least due to the fact that the fee compensated for advisory services.