

Example wording of County Court claim made in person for bank charges

“Claimant

xxxxxxx of xxxxxxxxxxxxxx

Defendant

XYZ Bank plc of (registered office) xxxxxxxx

Brief details of claim

The claimant held a bank account with the defendant from earlier than xxxxxxx until xxxxxx. The defendant deducted from the account various amounts of money in penalty charges. The claimant contends that these charges were legally unenforceable and the claimant is demanding the repayment of money.

Value

The sum demanded by the claimant comprises of:

Repayment of unenforceable penalty charges £xxxxx

Interest on the sums due of £xxx

Total amount claimed £xxxx plus court fees

Particulars of claim

The claimant, xxxx, held a current account with the defendant, XYZ Bank plc, since before xxxxx until xxxxxxxx, the account number being xxxxxxxxx.

Between xxxxx and xxxxxxx, the defendant deducted various amounts from the account in respect of: ‘unauthorised overdraft fees’ (levied daily if the account debit balance exceeded the specified overdraft limit), “charges” (levied monthly if the account debit balance exceeded the specified overdraft limit) and ‘debit under advice’ (levied if a cheque or direct debit payment was returned unpaid because the specified overdraft limit had been exceeded)¹.

No admissions are made by the claimant as to the incorporation of any term into the contract between the claimant and the defendant purporting to entitle the defendant to levy these charges. If the defendant is able to establish that the contract did contain such terms, the claimant will contend that these charges are unenforceable at law, being penalty charges designed to penalise the claimant for a breach of contract and generate profit for the defendant rather than being liquidated damages designed to compensate the defendant for the actual loss occurring to the defendant as a result of the breach.

The claimant claims from the defendant a sum equivalent to the amount unlawfully debited to the claimant’s account in the period from xxxxxx to xxxxxxxx. The sums are detailed in the attached schedule. The total sum due is £xxxxx.

¹ You must modify this wording and delete parts of it as appropriate to take account of which types of charges have been made against you. You must also ensure that the ‘descriptions of charges’ mirror those in your bank statements. So if, for example, the statement says ‘late charges’ then so too must the claim.

The law regarding penalty clauses is well established and clear. If the defendant should dispute this claim, the claimant will be relying on, *inter alia*, judgments made in the cases of:

Dunlop Pneumatic Tyre Co. v. New Garages and Motor Co. 1915

Ford Motor Co. v. Armstrong 1915

Bridge v. Campbell 1962

Murray v. Leisureplay 2004

The claimant further claims interest pursuant to s69 of the County Courts Act 1984 at the rate of 8% per annum, from the dates that the debits were made to the claimant's account until xxxxx², and also interest at the same rate up to the date of judgment or earlier payment at a daily rate of 0.022%.

The claimant further claims the court fee of £xx."

Schedule of charges deducted by defendant from claimant's bank account in attachment A.³

² Date of claim.

³ There is no need to write all this on the form N1. You can simply write 'see attached' in the particulars of claim box and write the above text on a separate page, which you then attach. Attachment A is like an appendix and should look something like this:

Attachment A – schedule of charges

Date	Amount
Xx/xx/xx	£xxx
	Total