

The complaint

Mr and Mrs C complain that Santander UK Plc didn't provide information requested by Mr C under the Consumer Credit Act 1974. Mr C has dealt with the complaint throughout. He asks that the information is provided.

What happened

Mr and Mrs C took out a mortgage with Santander (then Abbey National) in 1989. Mr C says he sent a s.77 Consumer Credit Act (CCA) request to Santander by letter in June 2022, enclosing a cheque for £1. Mr C says the cheque was cashed. However, Santander told him it hadn't received the s.77 CCA request. Mr C made the request again.

Santander said there were delays in responding to Mr C's CCA request and apologised for the inconvenience this caused. It provided information to Mr C in July and August 2022 and credited Mr and Mrs C's mortgage account with £100.

Our investigator said Santander had done enough to put matters right.

Mr C didn't agree. He said he's entitled under the CCA to ask Santander for a copy of his credit agreement (with the terms and conditions) and a statement of account, showing what he borrowed, what he's paid back, what he's paid in interest and how much he has left to pay. He says Santander hasn't sent this. Mr C says Santander is unable to enforce an agreement if it doesn't provide this information.

Mr C raised a complaint to Santander regarding his mortgage statements, which my fellow ombudsman is responding to. Mr C has shared concerns about other issues, such as possible discrepancies he's found regarding his mortgage account. This wasn't part of the complaint brought to us, and so I can't look into it here.

What I've decided – and why

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

I must be clear about the complaint that I'm looking into here. The complaint Mr C raised with Santander in July 2022 and which was brought to us in September 2022 was that Santander hadn't responded to Mr C's s.77 CCA request.

Mr C made a s.77 CCA request in June 2022. Santander provided information to Mr C in July 2022 and August 2022.

Mr C says Santander hasn't provided the information required by s.77 CCA, and it can't enforce the credit agreement if it doesn't do so. He says this turns on whether the CCA applies to his mortgage contract. We provide an informal dispute resolution service. We take relevant law, regulation and good industry practice into account to reach a decision about what's fair and reasonable in the circumstances. Only a court can decide matters such as whether a law has been breached or whether a contract is enforceable. What I can do is

consider whether Santander treated Mr and Mrs C fairly, and I think it has.

Mr and Mrs C have been sent a copy of their mortgage offer, completion documents and acceptance, and the terms and conditions in place when they took out the mortgage. Santander sent a letter setting out the amount of capital and interest Mr and Mrs C had paid up to the date of the letter. Santander sends annual mortgage statements to Mr and Mrs C that set out (amongst other things) the remaining balance, the monthly payments and an illustration of the cost of repaying the mortgage.

Having considered the information Mr C said he expected to receive, I think Santander responded fairly and provided this.

Santander accepts there were delays in it responding when Mr C made his s.77 CCA request. This caused Mr C inconvenience. Mr C chased Santander and made a further request. I think, for the amount of inconvenience caused, £100 is fair and reasonable in the circumstances.

I don't think it's fair and reasonable in the circumstances to require Santander to take any further steps.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 5 April 2023.

Ruth Stevenson
Ombudsman