

## **The complaint**

Mr W complains that Santander UK Plc ('Santander') sent him threatening letters about his credit card payments and didn't consider his personal circumstances. He's unhappy that Santander made it hard for him to complain.

Mr W wants the matter investigating, appropriate redress, and for Santander to stop sending him letters.

## **What happened**

Mr W complained in June 2023 about Santander's persistent debt letters, and the possible suspension of his credit card. In May 2025 Mr W raised a similar complaint regarding events after August 2023, and referred this to the Financial Ombudsman Service for investigation.

Our investigator didn't think Santander had acted unfairly towards Mr W by continuing to send persistent debt letters after August 2023, or by suspending the use of Mr W's credit card. She didn't think Mr W's complaint should be upheld.

Mr W disagreed and said Santander were demanding 33% of his income, and their automated letters amounted to harassment. He didn't think Santander had treated him fairly in line with their legal and regulatory obligations. He sought an ombudsman's decision.

## **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've taken into account any relevant law and regulations, the regulator's rules, guidance and standards, codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

Having reviewed the submissions and available evidence from both parties I have decided not to uphold Mr W's complaint for broadly the same reasons as those reached by our investigator. I'll explain why.

The Financial Ombudsman Service doesn't have the power to make rules for financial businesses, in terms of directing that they should change their policies or procedures. That is the role of the regulator, the Financial Conduct Authority ('FCA').

The FCA requires Santander to follow a process when they identify a customer meets the definition of "persistent debt." Our investigator has explained what this means in detail, so I won't repeat this here. Santander's terms and conditions also set out what they'll do when following the persistent debt process.

Mr W found it upsetting and threatening to receive Santander's letters about persistent debt. Mr W said the letters amounted to harassment and cited legal authority to support his position. I can't make a legal decision about harassment, as that's for a court to decide.

However I have considered Santander's letters when considering what is fair and reasonable here.

Having reviewed the action taken by Santander after August 2023, I am satisfied they've followed the FCA's persistent debt process and that's why the letters were sent. Whilst fully acknowledging Mr W's strength of feeling, I think it's fair and reasonable for Santander to use an automated system to ensure they meet their obligations consistently for their customers. I don't have the power to change Santander's process or procedures, so I won't be able to direct them to stop sending these letters to Mr W.

Santander's letters asked Mr W to clear his balance within a fixed period, which is how the suggested payments were calculated. I agree Mr W wasn't reasonably in a position to pay these sums out of his pension income, and I accept it was upsetting and frustrating to be presented with frequent letters saying the same thing.

When Mr W contacted Santander, they reassured Mr W that he wasn't doing anything wrong by maintaining his minimum payments. I think that was fair as this is contractually correct. I don't agree this reassurance meant Santander should've stopped following the persistent debt process.

Santander said they may suspend the use of Mr W's credit card if he didn't make the payments required to keep his card active. Mr W wasn't in breach of his agreement as he was paying his minimum payment, and often a little more than this, but this didn't prevent his card being blocked. I accept this was upsetting for Mr W as he was doing his best. But I think suspending the card was fair as this was in line with the persistent debt process, and done with a view to minimising Mr W's debt.

Mr W's disappointed Santander didn't freeze his account interest and charges when he explained his circumstances, or when his credit card was suspended. He doesn't think this is fair treatment, and he's pointed to Santander's regulatory obligations to treat customers in default or in arrears with forbearance and due consideration. Santander did say in their letters that they might be able to reduce the interest, but Mr W would need to contact their specialist team. I don't think it's unreasonable that Santander required Mr W to complete a financial assessment before considering forbearance measures, particularly as he wasn't in arrears at the time.

Mr W has now completed a financial assessment with Santander and started a paydown plan in September 2025. Santander have also noted Mr W's vulnerability on their system, so I don't agree they aren't considering Mr W's circumstances when engaging with him.

I've not seen any evidence that Santander reported negative information about Mr W's credit card account to the credit reference agencies between August 2023 and when this complaint was made to our service. Santander recently confirmed that the last negative entry was in 2021, although Mr W's new payment plan may have an impact on his credit file after September 2025.

I'm aware Mr W's unhappy with the impact of his payment plan as he's receiving regulatory letters about building arrears, despite having reached an agreement, and his credit score has changed. Mr W's concerned with how Santander handled his phone call about this. I am sorry not to be able to investigate these matters for Mr W at the present time, but I can only consider a complaint that's already been made to Santander and which they've had a chance to respond to. This means this decision can't comment on the paydown plan, the credit file impact, and the recent contact between the parties about this.

I acknowledge Mr W found it hard to complain to Santander. He couldn't do this by email or digital chat, and said his detailed letter was ignored. I recognise Mr W's frustrations with this aspect of Santander's service but this isn't something I'm able to investigate. That's because I can't consider complaints about a firm's complaints handling process, under the rules the Financial Ombudsman Service follows.

I recognise this matter has been distressing for Mr W. I have thought carefully about what I'd expect from Santander in the circumstances of this complaint and on balance, I think they've acted fairly towards Mr W. This means I'm not going to ask Santander to take any action on this occasion.

### **My final decision**

For the reasons I've outlined, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 15 December 2025.

Clare Burgess-Cade  
**Ombudsman**