

complaint

Mr B complains that Santander Cards unreasonably passed his debt to a debt collection agency.

our initial conclusions

The adjudicator did not recommend that the complaint be upheld. She said that Santander had been entitled to pass Mr B's debt to debt collectors when he missed a number of payments, notwithstanding its initial mistake in telling him that his debt had been repaid. Mr B disagreed, saying, in summary, that he had made every effort to pay.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr B and Santander Cards have provided.

Santander agrees that it incorrectly told Mr B that his debt, which had previously been defaulted and which he was paying through a debt management company by reduced payments, was fully repaid. However, it then reinstated his repayment plan, and paid him £55 compensation for the inconvenience he had been caused. But Mr B then failed to make the required payments. He said he tried to pay by phone, but this was refused, and repeatedly - but to no avail - asked for a direct debit form. However, and without agreeing that it had refused the phone payment, Santander then extended the timescale for receipt of Mr B's payment and made clear the amount it was expecting. Mr B has said that his only means of paying was either by phone or direct debit, both of which had proved unsuccessful. But this is not the case, as Santander has said he could have paid online or using its website. I therefore find that despite the shortcomings in the service provided by Santander to Mr B, for which I consider its payment of £55 to be fair and reasonable compensation, I am satisfied that it remained his responsibility to make the required debt repayments and that having not done so, Santander Cards was then entitled to refer his debt to debt collectors.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before **21 May 2013**.

signed:

date: 19 April 2013

**June Brown**

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.