

complaint

Mrs H complains that she is being pursued for a debt which was written off by Santander UK Plc.

background

Mrs H held a credit card account with Santander. A debt collection company called Robinson Way are pursuing her for payment. She says that the debt was written off by Santander and she doesn't think she is liable to repay anything.

Santander says that it sold the debt in 2014. It says that it sent a letter to Mrs H advising her of this. It also says that it wrote to Mrs H advising her that the debt had been written off, but says that written off is a terminology which it uses to express a transfer to a debt collection company or a sale.

The investigator did not uphold the complaint. She said that the term "written off" as used by Santander had been the subject of a previous determination by this service, and that it was found to mean sold or transferred. The investigator also said that Santander had written to Mrs H in December 2014 and that the content of this letter would have made her aware of the continued existence of the debt.

Mrs H did not agree. She said that she spoke to Santander by telephone and it told her that no further payments would be collected.

my findings

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

I can see that Santander wrote to Mrs H in November 2014 and advised her that the debt had been written off. A previous investigation by this service determined that Santander's use of the terminology "written off" meant a transfer to a debt collection company or a sale. In this case, the debt was sold to Hoist Portfolio in October 2014.

I appreciate that Mrs H disputes Santander's definition of "written off". But I'm satisfied with Santander's explanation. It's not unusual to use the term "written off" in a commercial context to designate the cancellation of a debt for accounting purposes. This doesn't mean that liability to repay the debt has been extinguished or that it won't be pursued in the future.

I can see that Santander wrote to Mrs H in December 2014 telling her that the debt had been sold. The letter also advises Mrs H that she will need to set up a new payment arrangement.

I think that this letter contains sufficient information to make Mrs H aware that the debt remains outstanding.

Mrs H says that a conversation took place with Santander in November 2014 during which her adviser was told that the debt hadn't been sold. Santander hasn't been able to locate this conversation so it's not possible for me to say exactly what, if anything was discussed. Even if Santander did say that the debt hadn't been sold, this doesn't mean that the debt had been reduced to zero.

Taking all of the available information into account, I can't say that Santander reduced the balance to zero at any point. The debt was sold with an outstanding balance in October 2014 and I'm satisfied that Robinson Way are entitled to pursue Mrs H for payment.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 4 December 2017.

Emma Davy
ombudsman