

complaint

Mr D complains that Santander UK Plc mis-sold him a card protection policy.

Mr D says the policy caused him to become overdrawn and incur charges which led to him losing out on an education opportunity due to a bad credit rating.

background

In 2003 a card protection insurance policy was sold to Mr D in relation to an account he took out with Santander. Mr D says the policy was added without his consent and he actually declined the policy. Mr D says when he later received information about the product in the post, he threw this in the bin.

The first premium for the policy put Mr D in debt and meant he incurred various charges. Mr D argues that Santander referred his account to the credit reference agencies before it said it would and this led a different bank to refuse his postgraduate funding.

Mr D complained to Santander and it refunded him the charges raised on his account. Mr D attempted to take the matter to court around 10 years ago but the case did not progress to a hearing. Santander also made two offers to Mr D, the last being an offer of £350 which was rejected by Mr D.

In 2013 Mr D complained to Santander again. He did not receive full response in relation to the mis-sold card protection policy and so the matter was referred to this service.

Our adjudicator did not recommend the complaint should be upheld. She considered that neither Mr D nor Santander had been able to provide conclusive evidence of what had occurred at the point of sale. However, Santander had provided its defence statement from when the matter was going to court. In this statement, Santander had confirmed that the policy had been taken out over the phone and that Mr D's consent had been gained for the policy to be added to his card. The adjudicator considered on balance that this document was likely to be a valid recollection of events. The adjudicator considered Santander had acted fairly in recording details on Mr D's account with the credit reference agencies.

Overall our adjudicator concluded that if there had been errors in the sale and consequent handling of the complaint, in refunding Mr D the charges raised on his account, and in making a good-will offer, Santander had attempted to put things right and had therefore acted reasonably.

Mr D does not agree.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in all the circumstances of this complaint.

Mr D says forcefully that the issue here is that Santander mis-sold the card protection policy, and that as a consequence of this he lost out on his post-graduate funding. He says the offer from Santander is not enough, and more substantial compensation is appropriate.

I note that Santander have already refunded the charges for the card protection. And in my view that offer of redress is in line with what I would expect from Santander in response to a mis-sale of the policy. The key question which remains is whether Santander should do

more to compensate Mr D for the consequential loss he claims in the way of his missed education opportunity?

I have thought about this carefully, and though I realise Mr D will not be satisfied with my findings, I think there is too much uncertainty involved for me to confidently conclude that any errors by Santander in relation to the card protection policy did clearly result in Mr D missing out of funding for his post-graduate course. And I also note that Mr D had enough opportunity to help mitigate his loss, for example by paying the debt and disputing it separately, and by notifying the education provider and the credit reference agencies of his situation as soon as he was aware of the potential problems. I do not think it would be fair for me to hold Santander responsible and order the bank to pay compensation in these circumstances.

Finally, I note that Santander had previously offered to pay Mr D £350 as a goodwill gesture, but that Mr D did not accept the offer, and Santander has since withdrawn it. I do not consider that Santander should have to reinstate the offer. It was offered as a goodwill gesture, not as compensation for accepted loss. Mr D chose to refuse the offer, and I don't think Santander did anything wrong in these circumstances in deciding to withdraw the offer.

my final decision

For the reasons set out above, I do not uphold this complaint.

Nigel Cates
ombudsman