

## **complaint**

Mr G has complained about the way Santander UK Plc has handled his current account and credit card.

## **background**

Mr G says he went to live outside the UK in 2009. He says he left his accounts with Santander open but stopped paying in his wages. He now has an unpaid overdraft on his current account and an outstanding balance on his credit card. He thinks Santander should have closed his accounts to stop him getting into debt.

## **our initial conclusions**

Our investigator didn't recommend the complaint should be upheld for the following reasons.

Our investigator noted that Mr G didn't tell Santander he'd moved away from the UK so it continued to send correspondence to the UK address it held for him. Mr G had made a payment into his current account in July 2017 that had cleared his overdraft. She thought he could have closed the account at that time. But he made withdrawals that put the account back into overdraft. Santander had then agreed a repayment plan with Mr G's representative.

Our investigator noted Mr G hadn't made the payments he was required to make to his credit card and Santander had agreed a repayment plan in respect of the outstanding balance.

Mr G didn't agree with our adjudicator's recommendation. He says he didn't have any income or assets when he incurred the debt and that Santander acted as an irresponsible lender.

## **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've seen statements relating to Mr G's current account and credit card. The current account statements show regular payments were made into the account up to December 2014. A lump sum was paid into the account in July 2015 that cleared the overdraft. Mr G then made a number of withdrawals that put the account back into overdraft.

The credit card statements show Mr G continued to use his card to make purchases until February 2015 and he made regular payments to the account until December 2015.

I haven't seen anything that I think should have suggested to Santander that Mr G was incurring debts he couldn't afford to repay before 2016. Since then Santander's taken reasonable steps to try to recover the amounts owed to it. It's accepted nominal payments to both accounts under repayment plans agreed with Mr G's representatives. I'm satisfied Santander has treated Mr G fairly and sympathetically in relation to his outstanding debts.

Santander has applied a default to Mr G's credit card and this will show on his credit file. Santander hasn't applied a default to his current account at this stage but I'm satisfied it's reasonably entitled to do this. Mr G's ability to obtain further credit will be affected by the

information Santander provides to credit referencing agencies. But, as long as the information is factually correct, it isn't treating Mr G unfairly by doing this.

In all the circumstances, I'm satisfied Santander has treated Mr G fairly and reasonably.

**my final decision**

For the reasons I've given, my final decision is I don't uphold this complaint. I make no award against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 13 April 2018.

Charles Bacon  
**ombudsman**