

complaint

Ms N complains about the way Santander Cards UK Limited treated her when she was in financial difficulty and suffering from mental health problems. Her daughter brings the complaint for her.

our initial conclusions

Our adjudicator didn't recommend that the complaint should be upheld. She found that Santander had stopped asking for payment of the debt for a time when it found out Ms N was in difficulty. But she also found neither Ms N nor her representative contacted Santander again with more information, and she didn't think Santander should have waited indefinitely – so it was entitled to sell the debt on. Ms N didn't accept that conclusion. Her daughter said she still thought Santander hadn't treated her appropriately and shouldn't have sold the debt on.

my final decision

I have considered everything that Ms N, her daughter, and Santander Cards have said and provided to decide what is fair and reasonable in this complaint.

Ms N told Santander she was in financial difficulty in late 2008. I find nothing in Santander's records to indicate that she also told it she had problems with her health until a complaint was made in late 2013. Her daughter says she must have told it about that in the many conversations that took place. But, after the initial conversation about her reduced income, Ms N and Santander don't appear to have spoken about the account again at around that time. Santander sold the debt to a debt collection agent in March 2009 because no payments were received and it couldn't contact Ms N. While Ms N later offered to pay £1 per month towards the debt, I am satisfied that that was a discussion she had with the debt collection agent, not with Santander.

I see no reason why Santander shouldn't have been entitled to apply charges to the account before it sold on the debt, in line with the account terms, and I don't consider it acted unreasonably overall in the circumstances. I find no basis on which to require it to make a refund to Ms N, either of the charges or of any of the money she borrowed.

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms N either to accept or reject my decision before 21 October 2014.

Janet Millington

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.