

## **complaint**

Mr F complains that Santander UK Plc caused him to be unable to operate his credit card account properly, resulting in his paying charges and interest.

## **background**

Mr F says that he attempted over a number of months, while abroad, to contact Santander to pay his credit card bill but was unsuccessful.

As he could not get a response from Santander, Mr F says he decided to sort things out when he returned to the UK, given the cost of phone calls from abroad. Mr F says Santander failed to send him internet banking details or statements, and he later discovered that the debt on his credit card was being dealt with by a collections agent.

Mr F says these problems resulted in his paying over £300 in charges, which would have been avoided if Santander had provided an acceptable level of service.

Santander offered Mr F £45 in respect of inconvenience and sent him £20 for delay in dealing with his concerns. As things were not settled, Mr F brought his complaint to this service where an adjudicator investigated it.

From the evidence, the adjudicator was not persuaded that the missed payments while Mr F was abroad had been Santander's fault. Whilst the adjudicator accepted Mr F's explanation that his statements had not reached him because of problems with mail deliveries, she did not consider Santander could be held liable for any problems caused by that.

The adjudicator was satisfied that Santander had sent Mr F arrears letters on his account, including notice that the account would be referred to collections agents. Overall, the adjudicator did not consider that the complaint should succeed.

Mr F did not agree and said, in summary:

- He couldn't access his account online, because he was unable to get Santander to set it up for online banking, and so couldn't pay his balance. That was not his fault.
- He would like the account to be taken back from the collections agent and re-opened.

## **my findings**

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

Mr F went abroad in February 2014, returning to the UK in March 2015. There is no indication that Mr F told Santander in advance about his plans, or discussed how he should ensure that payments were maintained while he was abroad.

I note that Mr F had already had payment problems in the past. Mr F had spoken with Santander in December 2012 and been offered the option of a direct debit arrangement, but had not gone ahead with that as he did not have his bank details to hand.

He phoned Santander again in February 2013 to complain that his account had incurred charges – those charges were because previous payments had been made late. Mr F then set up a direct debit to make payments into his credit card account, but those payments stopped in February 2014. That means either Mr F cancelled the direct debit, or he stopped funding the account from which it was paid.

Mr F says this happened because Santander did not send him the necessary information to enable him to set up online banking. Santander says it sent the information in April 2013, but that Mr F did not complete registration.

Even if Mr F had problems setting up online banking with Santander, the direct debit that was in place to service his credit card was from an account with another bank and so was not dependant on Mr F having an online banking facility with Santander. Mr F could simply have continued to fund that account as required, and his credit card payment would have been made each month.

Mr F arranged for a family member to make a small payment on his behalf, having missed the April and May 2014 payments. He continued to use the card until August 2014, even though he wasn't making the necessary payments. He stopped paying altogether in September 2014.

I'm satisfied that Santander made Mr F aware of the debt on the account, by sending letters to his registered address and also texting him. I don't consider that Santander acted unfairly in transferring the debt to collections agents, in the circumstances.

I accept that Mr F did not find it easy dealing with Santander by phone from so far away, but equally I do not consider (from the evidence) that the debt which accrued on his account – and the consequences of that – were Santander's fault.

It follows that I find Santander is not liable to pay Mr F further compensation or to reinstate his account.

**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 Mr F to accept or reject my decision before 14 July 2016.

Jane Hingston  
**ombudsman**