

## **complaint**

Miss K opened a store credit card account administered by Santander Cards UK Limited in December 2010. She later experienced financial difficulties and the account fell into arrears. She agreed a payment arrangement with Santander in November 2011.

Miss K complains that Santander sold her account to a debt management company, while her payment arrangement with Santander was still in place. To put things right, she wants Santander: (a) to make a payment into her account to clear her debt; (b) to adjust her credit file to show that her debt has been repaid in full; and (c) to close the account.

## **background**

Miss K said that Santander notified her by letter in April 2013 that her account was being sold on 7 May. The debt management company sent a notice of assignment to her in May 2013, saying that it had purchased her account on 8 April. Miss K complained to Santander about (a) the sale of her account and associated transfer of her personal data, and (b) the confusion over dates.

Santander said:

- The debt management company had provided incorrect information about dates to Miss K and, in recognition of the distress and inconvenience caused by this error, it had credited £100 to her account
- Santander was not at fault in the sale of Miss K's account, having given appropriate notice, as it had acted within the agreed terms and conditions of the account

Miss K responded to say that the documentation she had been given at the point of sale did not contain a full set of account terms and conditions. As a result, she had not been aware of the sections permitting Santander to sell her account and transfer her personal data.

Santander responded to say that Miss K signed an agreement document which included a full set of terms and conditions, and that a copy of this document would have been given to her at the point of sale. Santander supplied a copy of the relevant document to the Financial Ombudsman Service.

The debt management company sent a revised notice of assignment to Miss K in November 2013, saying that it had purchased her account on 10 May. Miss K complained that this date was again different from that previously stated by Santander. The debt management company subsequently confirmed that 10 May was the correct date.

Our adjudicator did not think the complaint should be upheld:

- Although Miss K had a reduced payment arrangement in place, our adjudicator did not consider that Santander had acted outside the agreed terms and conditions of her account.
- Our adjudicator noted that Santander had said the difference over dates between it and the debt management company could be the result of a transition date and a sale date being quoted – hence, the dates quoted were a few days apart. She considered this explanation to be plausible.

- Our adjudicator also noted that Santander had advised Miss K that, at the time it sold her account to the debt management company, her outstanding balance was over £2,600.
- Our adjudicator noted as well that the debt management company had already credited £100 to Miss K's account, in compensation for distress and inconvenience caused.

Miss K disagreed with our adjudicator's views.

### **my findings**

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

I agree with our adjudicator that Santander acted within the account terms and conditions. Therefore, I find that it would not be appropriate to order Santander to make a payment into Miss K's account to clear her debt, or to adjust her credit file to show that her debt has been repaid in full, as wanted by Miss K.

I also agree that Santander's explanation of the difference in dates between it and the debt management company is plausible. Therefore, I find that I have come to the same conclusions as our adjudicator.

### **my final decision**

For the reasons explained above, my final decision is that I do not uphold this complaint.

Roy Mawford  
**ombudsman**