

## **The complaint**

Mr S is unhappy that Santander UK Plc sent him the wrong replacement credit card.

## **What happened**

Mr S took out a credit card with Santander in 2014. In 2015 the outstanding balance was cleared and Mr S stopped using the credit card. Mr S was the only cardholder for this credit card account.

For the next eight years Mr S says he and his wife then used their joint bank account with Santander and his wife's credit card account with Santander to manage their finances.

Mr S is an additional cardholder on his wife's credit card account and his wife is able to monitor their finances through the Santander app.

Mr S told our service he received a new credit card in the post, in December 2022. He assumed this was to replace his additional cardholder card for his wife's credit card account which was due to expire in March 2023. Mr S says he continued to use the existing card until March 2023, and then started using the new card from April 2023.

A few months later Mr and Mrs S contacted Santander as they'd not received a refund from a retailer. It then came to light that Mr S had been using a replacement credit card for his own credit card account.

Mr S says this matter has caused them much stress because they believed they had more money available to them than they thought and so he and Mrs S spent more than they had intended. He's said this has now led to an unexpected debt he needs to repay and it is something he and Mrs S would have avoided if they had been monitoring their finances in the way they had been for the last eight years.

Mr S has said he believed his own credit card account had been closed, as he'd not used it for eight years. He also said he'd not received any statements for the account, or received a card for his account for several years. Mr S said when he started using the account again, this should have alerted Santander to consider whether his account was being used fraudulently and they should have blocked his credit card.

Santander's investigation found no record of any request to close the account and they said the terms and conditions of the account showed they were under no obligation to close the account, rather it was something they *may* do.

Santander said they issued a replacement card for Mr S's account in May 2022, to replace a card that was due to expire in June 2022.

While Santander concluded they had not done anything wrong, they acknowledged this matter had an unexpected impact on Mr S (and his wife), and so to help they waived the associated interest charges already applied to Mr S' account and set the card on 0% interest

until 31 January 2025 to allow time for Mr S to clear the balance before interest would begin to be applied.

Mr S did not accept this offer as to resolve things he is looking for at least half of the outstanding balance on his card to be written off.

Our Investigator concluded Mr S' complaint should not be upheld. In summary, they did not find that Santander had acted unreasonably and the offer to set the card on a 0% interest rate for a period of time – allowing Mr S to pay down the capital balance – was fair in the circumstances. Our Investigator noted Mr S had used the money in question, so they didn't think it would be fair for Santander to reduce the outstanding balance. The Investigator also noted that the replacement card had been sent in May 2022 to replace a card expiring in June 2022. So it could not be the same as the card Mr S mentioned being sent to him in December 2022. And they noted that correctly addressed statements were sent to Mr S for his sole account after he started using it again in April 2023. Our Investigator referred to the account terms and conditions noting that there was nothing to suggest Mr S' account should have been closed, and that there was no record of a request to close the account.

As our Investigator was unable to reach a resolution, the matter has come to me to decide.

### **What I've decided – and why**

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

While I've not addressed each individual point submitted by either party, I'd like to reassure both parties that I have reviewed all the points raised to reach this decision.

It's not in question that Mr S repaid his credit card in 2015 and did not spend on it again until 2023. It also appears to be accepted by the parties that there was no request to close the account – Santander have found no such evidence in their records, and I note that Mr S does not recall instructing closure of the account. And unless Mr S were to request closure of the account, the terms and conditions of the account set out it is up to Santander to decide if/ when they close the account.

Mr S said he had not received a card for his own account for some time, so the card in question was not something he was expecting, and it meant he used a credit facility he had not intended to use.

Santander has acknowledged that the card for Mr S' account and the one he held in relation to his wife's account appeared very similar – apart from the card numbers. So it is possible to see how this may have contributed to the confusion with the replacement card.

That said, Santander's records show that the replacement credit card for Mr S' account was sent to him in May 2022. This is some time before the March 2023 expiry date that Mr S told us was for his additional cardholder card he was using through his wife's account.

I've also seen correctly addressed statements for Mr S' account sent to him from May 2023 through to August 2023. These statements show the account in Mr S' name, the transactions made, the balance and the payment due. The statements were addressed to Mr S and I think it is fair to say that he wouldn't have expected to receive statements as an additional cardholder on his wife's account.

And having reviewed the statements I can see that the expenditure through the account was almost daily with payments mainly towards daily living costs. In the space of around four

months, the balance grew from zero to nearly £2,500. I understand Mr S has said he and his wife had simply thought they had more money, but I think it's fair to say this is not an insignificant amount of additional available funds – noticeably so during the cost of living rises at the time in question. I think it more likely Mr S and his wife would've expected to have less funds at their disposal, not the opposite.

Taking everything into account, I find it more likely than not Mr S was sent the statements relating to his account, and I think it's reasonable to say that it would be difficult to confuse the replacement card issued in May 2022 with a card that was due to expire nearly a year later. I also think it is fair to say the spending in those few months the card was used was not insignificant, so I think Mr S would have more likely than not been in a position to question why he and his wife had such a significant amount of more money available to them during this time.

It's not clear to me what exactly happened with the replacement card for Mr S as an additional cardholder to Mrs S' credit card account. Neither party has provided any detail around this. That said, in the circumstances, I don't think this is information I require for me to fairly decide Mr S' complaint here.

I understand from Mr S' submissions that finding out he had been using his own credit card account for a few months which accrued an unexpected debt, was upsetting for him. I recognise this is causing him and his wife much stress and worry. I am sorry to hear this.

Based on the available evidence and submissions though, it's difficult for me to conclude that Santander have done something wrong here. Santander issued a replacement card for an open account, and sent statements for this account once the card started to be used again. The replacement card was also sent much earlier to the time Mr S said his additional cardholder card was expiring. Taking everything into account, there is not enough here for me to say that Mr S more likely than not thought the replacement card was in relation to his wife's credit card account.

I'm also aware Mr S believes Santander should have stopped the card being used after having not been used for so long, but this in itself is not a reason for a card to be blocked.

I realise Mr S wishes for a significant part of the outstanding balance on his credit card be written off. But I think it would be unfair to ignore that Mr S has had the benefit of those monies.

In the circumstances, I think Santander's offer to remove interest from the account until 31 January 2025 is reasonable in order to allow Mr S to reduce the capital balance. Santander have also said there is no adverse information reporting on Mr S' credit file in relation to his credit card.

Going forwards I would just remind Santander to treat Mr S fairly.

### **My final decision**

My understanding is that Santander UK Plc have already waived the associated interest charges that were applied to Mr S' credit card account, and they have set the card on a 0% interest offer to last until 31 January 2025. If Santander UK Plc have not already done this, then they should do so. For the reasons I've explained, I think this offer is fair in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 18 January 2024.

Kristina Mathews  
**Ombudsman**