

The complaint

Mr Q is unhappy with delays when he asked Santander to review some further information in relation to a claim under section 75 of the Consumer Credit Act 1974 ('S75').

What happened

Mr Q says in 2021 he looked into getting a cosmetic treatment. He later agreed to the surgery and paid a deposit of £1,000 on his Santander credit card, followed by a further £7,750 on a debit card. During the treatment, Mr Q says he was advised to get additional services at a further cost of £1,500.

Mr Q was unhappy with the results of the surgery and asked Santander for a refund under S75. Santander declined the claim.

Around September 2022 Mr Q sent some further information to Santander and asked it to review its decision to decline his S75 claim.

Mr Q was then unhappy with how long Santander were taking to respond to this request and made a complaint. Santander issued a final response dated 7 February 2023.

This said, in summary, that there were no specific timescales for a review of a S75 claim. But, Santander upheld the complaint and said it should've kept Mr Q informed with the status of the appeal and reviewed it in a timely manner. Santander said it had paid £30 into Mr Q's bank account.

Mr Q remained unhappy and referred the complaint to our service.

Our investigator issued an opinion. In summary, she thought the £30 already offered was a fair reflection for the timeframes involved in Santander responding to Mr Q's appeal and the communication issues.

Mr Q didn't agree. So, the case has been passed 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

Firstly, I should make it very clear to both parties that I am only considering the specific issue of communication when Mr Q appealed the outcome of the S75 claim. I will make no findings nor comments about the outcome of the claim itself.

It isn't in dispute here that there was a delay in responding to Mr Q and communication issues, as Santander has already accepted this. So, what I need to consider is whether the £30 already paid to Mr Q is fair and reasonable to put things right.

Having thought about this, I'm satisfied Mr Q was caused distress and inconvenience by what Santander did wrong. I'm sure it was frustrating to be kept waiting and not to receive updates. But, it's important to note that I'm only considering the distress caused by this very specific issue – not the overall situation.

This is a key point in this case – as Mr Q mentions a significant amount of distress caused by the surgery and the results. But this is not something I can make any award for here.

Having thought about this, I'm satisfied the £30 Santander offered Mr Q to put things right is fair and reasonable to reflect what happened. In its final response, Santander said this has already been paid to Mr Q. So, it doesn't need to take any further action.

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 Q to accept or reject my decision before 19 March 2024.

John Bower
Ombudsman