

Complaints Santander Cards UK Ltd PO Box 700 Leeds LS99 2BD Tel: 0871 522 5167

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09 January 2014

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Our Ref: Date 1

Dear de Codie

Sale of Payment Protection Insurance attached to your GE Money Card (now Santander Cards UK Ltd)

Thank you for your enquiry of 14 November 2013, passed onto us by Genworth, telling us of your concerns about the Payment Protection (PPI) policy taken out with GE Money on 14 June 1998. My investigation is now complete and I am sorry but I am unable to agree that the PPI policy was mis-sold and therefore I will not be upholding your complaint. I understand that you may be disappointed with this outcome, however, I have summarised your complaint points and provided the reasons for my decision below. This is our final response.

Complaint Points

In your complaint, registered on 2 December 2013, the following concerns were raised:

• PPI possibly mis-sold.

Reasons for my Decision

Having considered all available information, I can see that the Mothercare card provided by GE Money (now Santander Cards UK Ltd) and associated PPI cover were opened in a store on 14 June 1998. Purchase of PPI was on a non-advised basis with sufficient information provided at point of sale, or soon afterwards, to allow you to make an informed choice whether to add PPI to your account. No advice was provided, or recommendations made regarding the suitability or otherwise of the insurance. You would have been asked to sign a Consumer Credit Agreement (CCA) for your card. This document had an optional, separate place to tick if you wanted to add PPI to your account. I have enclosed a copy of your CCA for your reference.





Documentation confirming the sale of a PPI policy would have been sent in the post to you and this provided full details of the insurance, including eligibility, exclusions and limitations and levels of cover. This documentation also clearly indicated that the PPI policy could be cancelled within the first 30 days, with a full refund of any premiums paid, if it was decided that the insurance was not suitable (providing that no claim had been made).

I note that the PPI was cancelled on 8 January 2014 and was last charged on 5 December 2008.

Summary

The evidence available to me indicates that you were made aware of the main terms and conditions of the PPI policy, including any exclusions and limitations that would have applied. You were also provided with sufficient information upon which to make an informed choice to take this cover. The PPI policy could have been cancelled, within the first 30 days, or at any time since, if it was decided that this cover was no longer suitable. As stated previously I will not be upholding your complaint, or making any offer of compensation.

We are members of the Finance & Leasing Association and they may also be able to consider your complaint. Please refer to their website: <u>www.lendingcode.org.uk</u> or you may write to them at this address, FLA, Imperial House, 15-19 Kingsway, London, WC2B 6UN, for further information.

I hope that my response has fully addressed your concerns. However, if you wish to discuss my decision, please contact me on 0871 522 5167 (Option 2, option 1 and option 1).

Yours sincerely

Leanne Carter Complaint Resolution Team 0871 522 5167 Calls cost 10p per minute plus network extras & calls may be monitored for training and security purposes.

Enc: Copy of Consumer Credit Agreement



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