

## **The complaint**

Miss L has complained about negative markers Santander UK Plc has placed on her credit file, in connection to her account with it.

## **What happened**

Miss L had a student account with Santander, with outstanding overdraft debt. Accordingly, she called Santander in February 2023, and a plan was put in place in order for her to pay this back. Call records confirm it was for an initial period of £125.86, for two months. However, Miss L mistakenly thought it was for £124.86, and rounded it up to £125. Subsequently, the account was defaulted.

Miss L brought a complaint to our service. She felt Santander has acted unfairly, as she'd made a genuine mistake.

One of our investigators looked into what had happened, but didn't recommend that the complaint should be upheld. She listened to the phone call from when the plan was set up. In the call, it's stated twice that the minimum repayment for the next two months needed to be £125.86, to stop the account defaulting.

In this call, Santander's representative also explained that this arrangement was only for two months, because the amount wasn't seen as affordable, based on the budget planner. So, the representative explained that Miss L needed to contact Santander again after the two months, to arrange a new plan for the following six months. The representative explained that if Miss L didn't make contact again after two months, the account would default, and this information would be added to Miss L's credit file.

So, although our investigator agreed with Miss L that Santander hadn't contacted her to say the amount she'd paid was incorrect, the agreement also included the setting up by Miss L of a new plan after two months, and there was no evidence she'd contacted Santander to do so. Because of this, our investigator thought Santander had acted reasonably in defaulting the account.

As Miss L disagreed, her complaint's now been passed to me.

## **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 agree with our investigator. I'll explain why.

I can see that Miss L clearly made a genuine mistake regarding the two initial repayments. And I can understand her frustration about this. But, what's key for me, is that this isn't the

only way the agreement wasn't met. Miss L also agreed to call Santander to set up a new plan, and there's no persuasive evidence she did. On the February call, Miss L had agreed she'd do so, and knew the account would default if she didn't. So, I'm satisfied, overall, that Santander acted fairly in defaulting the account and recording this on Miss L's credit file.

### **My final decision**

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 12 March 2024.

Elspeth Wood  
**Ombudsman**