

## **complaint**

Mr G complains that Santander UK Plc recorded a default on his credit file when it shouldn't have.

## **background**

In August 2012, Mr G told Santander about his financial difficulties. It gave Mr G time to speak to a debt counselling service. As Santander didn't hear back from Mr G, it sent him a default notice in October 2012.

Santander passed Mr G's account to a debt collection company in February 2013. Mr G later made monthly repayments and settled the debt in full in mid-2015.

Mr G complained to Santander in early 2015 saying his credit file didn't show the monthly payments he was making towards the debt. Mr G then complained that his credit file didn't show the debt as settled with a nil balance.

Before this service became involved, Santander paid Mr G a total of £80 for any delay in updating his credit file.

Mr G told our adjudicator that he didn't receive a notice of default. And he was unhappy that Santander quickly put his account in to the hands of a debt collection company.

Our adjudicator listened to a call recording where Mr G contacted the bank after he received the notice of default. Our adjudicator was satisfied Mr G knew about the default in 2012. He told Mr G that Santander had offered to refund a £100 charge that it applied in August 2012, together with a further £100 compensation. Our adjudicator upheld Mr G's complaint in part and agreed the bank's offer was fair.

Mr G was dubious that the conversations with the bank took place. Mr G wanted to hear the calls or at least have transcripts. Our adjudicator sent Mr G two call recordings. But Mr G wants to have transcripts as well.

## **my findings**

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 the conclusions of our adjudicator.

I can see that Mr G doesn't trust Santander. He refers to an earlier serious incident as the basis for this mistrust. I don't want to appear in any way dismissive of what Mr G says. But my decision just deals with how the bank has dealt with Mr G's current complaint, rather than its response to an earlier issue. For this reason, I haven't considered whether Santander should be required to pay any of Mr G's legal costs arising out of the earlier problem when money was taken from his account and he struggled to get the bank to return it.

## ***transcripts***

I will deal with Mr G's request to see a transcript of the conversations first as this seems to be a key concern. I understand Mr G is keen to have these but the bank says it hasn't kept transcripts of the calls – instead it has given us copies of the call recordings.

I can't reasonably conclude Santander is deliberately withholding transcripts as I wouldn't necessarily expect it to keep these in addition to call recordings. Since we sent Mr G the calls on a CD, he hasn't told us that he can't listen to them for any reason. So I don't find it necessary for this service to transcribe the calls.

I understand Mr G has been in contact with the bank over whether it can now give him transcripts. I leave it with Mr G to take this further if he wants.

#### *default*

I've listened to the two call recordings. In the first from August 2012, Mr G says he's fallen on hard times and is aware of the arrears on his current account. Mr G says he lost his job about a year ago and had been meaning to contact the bank. The bank offers 30 days breathing space to allow Mr G to seek help from a debt counselling service. It makes it clear he should come back to the bank with any proposals by the beginning of September 2012. The bank tells Mr G that the arrears will affect his credit file.

Santander doesn't have any record of Mr G making contact until 19 October 2012. By this time, Mr G had received a default notice. He says he was hoping for more time to sort his financial situation out.

I can't reasonably find that Santander defaulted Mr G's account without giving him notice. As Mr G couldn't clear the debt in time to avoid the default, I don't require Santander to remove the default from his credit file.

#### *delays in updating credit file*

Mr G is unhappy with the length of time it took for his credit file to show the debt as settled. And he's unhappy that his credit file doesn't show he kept to his repayment schedule.

As I've already explained, I don't find Santander made a mistake when it recorded the default in 2012. But it has offered to pay Mr G more compensation to reflect any delay updating his credit file.

Before this service became involved, Santander paid Mr G £80. It's now offered to pay a further £100 compensation together with the refund of a £100 charge that it applied to Mr G's account in August 2012.

Overall, I'm satisfied Santander has treated Mr G's complaint fairly. It has updated Mr G's credit file correctly. The offer to pay a further £200 is reasonable. I don't require Santander to do more.

#### **my final decision**

My decision is that I uphold this complaint in part. In full and final settlement, I order Santander UK Plc to pay Mr G £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 6 June 2016.

Gemma Bowen  
**ombudsman**