

complaint

Miss Y complains that Santander UK Plc has not removed incorrect information from her credit file – despite saying that it would.

our initial conclusions

The adjudicator concluded that it was not fair that Santander had registered two entries – in its old name of Alliance & Leicester as well as its current name. He said that it had removed the Alliance & Leicester entry – which was the action he would have recommended it to take.

Miss Y disagrees with the adjudicator's opinion. She says she would like the Alliance & Leicester entry kept on her report and the Santander entry removed because it is incorrect.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Miss Y and Santander have provided.

I am satisfied that Miss Y had an Alliance & Leicester current account which it passed to its collections and recoveries team in about 2007. I do not consider that it was correct for Alliance & Leicester to tell credit reference agencies in 2007 that the account was settled. It remained overdrawn for years.

I find it more likely than not that Miss Y was aware of the takeover by Santander by the time she settled her account in 2011. I see that in April 2011 Santander said that it had asked that adverse information was removed from her account. Later that year Santander told credit reference agencies that the account was settled. But in 2012 it apologised for having said incorrectly that it could remove adverse information. It paid Miss Y £55 and a further £50. I consider this to be fair and reasonable.

I consider it fair and reasonable that – just before the adjudicator's opinion - Santander said it had removed the Alliance & Leicester entry.

I consider that Santander's remaining registration is broadly correct. Overall I do not conclude that it has treated Miss Y unfairly or unreasonably.

For the reasons I have explained, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss Y either to accept or reject my decision before 21 June 2013.

Christopher Gilbert

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer must sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision and returns the signed acceptance card to us before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.