

### **complaint**

Mrs C complains that Santander UK Plc (“Santander”) wrongly told her in December 2007 that she had cleared her debt in full. She therefore believes that Santander should not have registered a default in respect of this debt.

### **our initial conclusions**

An adjudicator investigated the complaint. He was satisfied, from the evidence, that the default had already been registered against the outstanding debt before Mrs C had gone to the branch to make her payment in December 2007 – and so would not have been avoided in any event. Even if (as Mrs C believes) there was a technical problem that prevented the cashier from seeing the true position on the account, that did not cause the default registration.

Mrs C did not agree with the adjudicator’s conclusions. She said that she clearly recalled what she had been told in December 2007 – she got a receipt to show what she had paid. Although she continued to receive letters from Santander about the debt, she did not take any notice because of what she had been told in the branch. She has had similar problems with other accounts which Santander initially told her it could not trace.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs C and Santander UK Plc have provided. I am satisfied that the default in respect of Mrs C’s debt had already been registered, after due notice, several months *before* her visit to the branch. So, it could not have been avoided by the payments that she made, even if they had been sufficient fully to clear the debt. The default would still have remained on her credit file. If Mrs C was given incomplete information at the branch, things could have been sorted out if she had acted on the letters that she continued to receive about the remaining balance.

**Given my findings, my final decision must be that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mrs C either to accept or reject my decision before 27 September 2013.**

*Jane Hingston*

*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**

#### **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 should 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 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.