

## **complaint**

Mr S is unhappy that Santander UK Plc has recorded adverse information on his credit file.

## **background**

Mr S went overdrawn on his Santander account. He says it's an account he barely used and although he'd set up text alerts he didn't receive any. He says this resulted in charges being added to his account. He's unhappy with the time taken to resolve his complaint and that Santander has recorded adverse information on his credit file. He wants it removed and compensation for the time taken to resolve matters.

Santander said in its final response that the data it'd recorded is a correct and accurate reflection of the usage of Mr S' account as he didn't make some payments into it for a number of months and had gone over his authorised overdraft limit. It'd also correctly applied fees.

Our adjudicator felt this complaint shouldn't be upheld. He said:

- The terms and conditions of the account set out the fees and charges associated with going overdrawn or into an unplanned overdraft. The account statements show Santander applied them correctly to Mr S' account.
- Mr S also exceeded his overdraft limit and Santander reported this on his credit file. It has a duty to do so.
- Although Mr S was registered for text alert services the number Santander held is different to the one he's supplied to us. This may explain why he didn't receive text alerts. He was also registered for internet banking and statements were being sent. These showed the account as overdrawn and advised of the charges to be applied. Mr S could've checked his account online, in a branch or at an ATM. Santander also responded to Mr S' complaint in a few days.
- Santander has dealt with Mr S fairly.

Mr S doesn't agree. He says the mobile number Santander had for him is the one he used at that time. He wouldn't have had reason to check the account balance online or at an ATM as it wasn't his main account. If he'd received a text alert he would've paid in money and wouldn't have remained overdrawn.

Santander has supplied evidence of the dates when either SMS or email alerts were sent to Mr S and the contact details used.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr S previously made a complaint to Santander which resulted in it issuing a final response letter, refunding some charges and paying him some compensation. Because of the time that's gone by since this letter was sent out I can't consider anything to do with that complaint here.

But despite the redress made in that complaint, Mr S' account remained overdrawn over its authorised limit. Santander has shown it sent Mr S various communications about this. Mr S says he didn't receive them. Whatever happened to these communications and although I realise this account wasn't Mr S' main account, it remained his responsibility to check on the status of his account and monitor it. Mr S also had access to his account online, in branch and by using ATMs. He was also sent statements. It's not Santander's fault if he didn't do so.

Santander has an obligation to accurately record the conduct of Mr S' account with credit reference agencies. In this case it recorded some adverse information as a result of the account being overdrawn and some payments not being made, as it was entitled and obliged to do.

Santander also hasn't delayed dealing with Mr S' complaint.

Taking everything into account I don't think Santander has done anything wrong and I can't fairly or reasonably ask it to amend Mr S' credit file or pay him any compensation as he'd like.

Overall although I recognise Mr S' frustration and strength of feeling, I don't see any compelling reason to change the proposed outcome in this case.

### **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 July 2019.

Stephen Cooper  
**ombudsman**