

## **complaint**

Ms G complains about a county court judgement relating to money owed to Santander UK Plc ("Santander") as she has no relationship with them.

## **background**

Ms G came to us as she was unhappy with Santander's response to her complaint that she never had an account with them and felt harassed by their contact with her. Santander didn't uphold the complaint. They said their letter was in relation to a credit card account opened in 2008 which defaulted in December 2012. Santander said they would still issue letters for the balance of the account annually for six years due to the default on the account. And any further documentation may be issued from a third party – who I'll refer to in this decision as H – as they were now dealing with the account and Ms G's concerns should be taken up with them.

Our adjudicator could find no evidence to conclude this was not Ms G's debt. So, on balance, he concluded Santander had done nothing wrong.

Ms G didn't agree. She said Santander couldn't prove categorically who the account belonged to and if they were pursuing debts inside or outside the 6 year limitation period they should've kept their records. But in her case she said there were no records as there was no connection to her. She thought the court order was unjustified and wanted Santander to provide the money to pay it off and clear her name.

## **my findings**

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

The records Santander have sent satisfy me that the account existed and was opened in Ms G's name. The dealings on the account it are set out accurately in the adjudicators view – so I won't repeat them all here. Following the default of the account in December 2012 the debt is now owned by H, who on 25 October 2018 obtained a country court judgement against Ms G for the amount owed on the account. As our adjudicator's explained it's not for this service to investigate or challenge county court judgements. So that's outside the scope of what I can do and I won't be considering it in my decision. But like the investigator I've looked to ensure the correct policies were followed by Santander when the credit card debt first ran into difficulties.

Ms G says she has no knowledge of this card, no relationship with Santander and, if the account had ever existed, it could have been opened in her name by someone using her name and address, but it did not have any connection with her personally. I can't know exactly what's happened when this account was opened in Ms G's name. Where facts have been in dispute and I can't know exactly what's happened, I've decided what's more likely to have happened, at the time, on a balance of probabilities.

Santander's address records for Ms G go back to 2004 and show one change of address on 6 July 2012 – shortly after repayments stopped - to the address *still in use by Ms G in late 2018* during the court proceedings and when she complained to Santander. This change of address on 6 July 2012 is recorded by Santander as a result of Ms G being traced by Santander's Debt Collection Agency.

Although Santander can't send us a copy of the final notice of arrears it sent to Ms G in November 2012 their records satisfy me this address, *still in use in late 2018* was the address they had recorded for her at the time that it was sent in November 2012. And that's the same one that was *still in use in late 2018* to which the court application by H was made to in August 2018 and to which S sent their final response to Ms G's complaint in November 2018, both of which she clearly received before making her complaint to us.

Santander says the payments and the general use of the card wasn't suspicious. And from everything I've seen I can appreciate why they'd think that. The records show this account was actively used for a number of balance transfers – which it's reasonable to assume were also held in the name of Ms G – and purchases until May 2012. At one point it was largely repaid. But when there was a balance on the card the account received regular monthly direct debit payments, suggesting the minimum balance on the card was being repaid each month, until May 2012. Santander also told us this card requires any current account making direct debit payments for the bill to be in the same name as the credit card account holder – here Ms G.

From everything I've seen there's nothing that supports the assertion that this is not Ms G's debt. So overall, on balance, I'm satisfied Santander did nothing wrong in corresponding with Ms G about this debt. So I can't uphold this complaint.

### **my final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 15 March 2019.

Annabel O'Sullivan  
**ombudsman**