

## **complaint**

Miss G complains that Santander UK Plc wrongly failed to credit a payment to her account which has led to adverse information on her credit file.

## **background**

In 2010, Miss G switched bank accounts. During that process she says she arranged for a payment to be made to transfer the remaining balance to her new account. But due to an error the payment was made twice. She says that she arranged for her new bank to return one of the payments, but this was wrongly put into Santander's suspense account and not credited to her account. She did not realise she had an outstanding debt on the account until 2012 when she was told of the information on her credit file. Miss G wants the debt to be cleared by Santander and the default removed from her credit file.

The bank cannot be sure that the letters about the outstanding charges on her account were sent to Miss G's correct address and has therefore agreed to clear the £180 in charges incurred after the account was closed and an outstanding further payment of £25.

The bank does not agree that a cheque from her new account was paid into its suspense account. It says all cheques paid to Miss G were put into her account. In an effort to resolve the matter, Santander has agreed to remove the adverse information from Miss G's file if she pays the outstanding balance of £148.96. The adjudicator felt this was reasonable.

Miss G did not agree, she said she should not have to pay this amount as it was the bank's fault. She has since offered to pay £100 if the bank removes the adverse information from her credit file. The adjudicator put Miss G's proposal to the bank. It didn't accept it as it felt its earlier offer was reasonable.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I have looked at Santander's records when considering Miss G's recollection. I am satisfied that the bill payment was not made twice but there were two different bill payments on consecutive days. I am therefore satisfied that the bank was not at fault when it paid both amounts.

The records show that Miss G paid £150 into her account after the first payment went out. This left a £1 balance. The second bill payment was then made, taking the account overdrawn.

Miss G has been asked on many occasions by both Santander and this service to provide a trace from her new bank showing what happened to the missing payment she says she transferred. Miss G has not been able to provide this. I am satisfied it is most likely that the payment Miss G is referring to is the £150 that was paid into her account after the first bill payment went out. On the balance of probabilities, I think it is likely that due to the passage of time, Miss G has misremembered what occurred in 2010.

From examining the accounts, I am satisfied that what is most likely to have happened is that Miss G realised two payments were being made and immediately put the full amount of

one of them back in her old account. However, she did not appreciate that despite this payment, her balance at the time was only £1, meaning that by transferring the one remaining payment her account became £148.96 overdrawn.

I am therefore satisfied on the balance of probabilities that the bank did not do anything wrong. In those circumstances I am satisfied that the offer by the bank to remove all bank charges and the adverse information on Miss G's credit file if she pays £148.96 is reasonable.

### **my final decision**

My decision is that Santander UK Plc's offer to remove all charges and the adverse information it has registered on Miss G's credit file if she pays it £148.96 is fair and reasonable.

Charlotte Holland  
**ombudsman**