

complaint

Mr R complains that Santander UK Plc didn't change his address on its systems when he asked it to, nor did it action his request for a change in the date it called on the direct debit payment for his credit card.

background

Mr R said he wrote to Santander in January 2014, to tell it he'd changed address. He also mentioned it in December 2014 when was using telephone banking, but was told he'd need to go to a branch to get his records changed.

Then in early 2015 he asked it to change the date it took the monthly payment for his credit card, to bring it in line with when he was paid.

Santander didn't make this date change, which meant insufficient funds were available in Mr R's account at the time the payments were attempted. Additionally, it was writing to him at his old address. This meant he didn't receive important information, such as when he was asked to make a manual payment towards his debt in March 2015.

When Mr R complained Santander promised to refund the late payment fees it had applied to his account, and to remove the adverse data from his credit file. But it didn't do this straightaway. It offered £100 in compensation. Mr R didn't think this was enough, so he complained to us.

Our adjudicator looked into the case and agreed Santander hadn't acted correctly. While it acknowledged it had made mistakes, he felt it had taken too long to try to resolve Mr R's complaint.

So to put things right, he recommended it should pay £500 to Mr R.

Santander didn't agree to this, but did increase its offer to £250. However, Mr R didn't accept it, and asked whether a settlement of £1,000 could be agreed.

The complaint has now come to me for a final decision.

my findings

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

As Santander has already acknowledged errors were made, I don't propose to comment on these in detail. Instead, I'll focus on how I think the complaint should be resolved.

At the time Mr R was trying to get Santander to amend and correct its records, he was also looking for a mortgage. Ultimately he got one, but he says it was more expensive than others that were available, and that the only reason for this was the incorrect adverse information on his credit file.

As far as I can see, Mr R didn't have to take that mortgage if he truly didn't think it was a good deal. I say this as I've not seen anything to suggest he was under an obligation to move house at that time. If he thought the proposed mortgage terms he received were more

expensive than he was looking to pay, perhaps he could have waited, or taken more time to shop around.

Because of this, I don't think it would be reasonable to expect Santander to cover the increased cost of Mr R's mortgage. However, I do think it's fair that it should make a reasonable payment to him for the difficulties it's caused and the poor service provided.

Mr R has said he wants £1,000, but I don't think the errors made caused so much avoidable inconvenience to warrant such a high amount. We only make awards at that level where the impact of the mistakes are severe. Likewise, I don't agree that Santander's increased offer of £250 is quite enough.

Overall, I believe a total payment of £400 would be enough to resolve this complaint. This is inclusive of any sums already paid.

my final decision

My final decision is that I order Santander UK Plc to pay Mr R £400 to resolve this complaint, minus any payments already made.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 19 February 2016.

Ashley L B More
ombudsman