

complaint

Mrs H is unhappy that Santander Cards UK Limited will not remove the County Court Judgement (CCJ) against her, despite a promise from its debt recovery agent that it would do so.

our initial conclusions

The adjudicator did not recommend that the complaint be upheld. He concluded that although it was not clear what assurance was given to Mrs H regarding the CCJ, she did not satisfy the debt within a month of the CCJ, and so it should remain in place. Mrs H does not agree. She says that Santander Cards should be made to fulfil its promises.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs H and Santander Cards have said and provided. The debt recovery agent says that Mrs H agreed that she would pay off the balance on her card by the end of May 2012. As this did not happen, the agent obtained a CCJ in late June 2012. Mrs H's debt had been outstanding for several years, and I do not consider that the debt agent acted unfairly or unreasonably when it obtained a CCJ against her.

Mrs H says that she was told by the agent in June and August 2012 that it would remove the CCJ from her record if she paid off the outstanding balance. I have not seen the internal system notes for the debt agent, and so I am unable to determine what assurances were given to Mrs H about the CCJ. Mrs H would however have received a copy of the CCJ, so she was aware in June 2012 that a default judgment had been obtained against her. If she had paid off her debt in full within a month of receiving it, the judgment would have been removed from her record. Mrs H did not however pay off her balance until August 2012. In the circumstances, I am unable to require Santander to remove the CCJ from her credit file. As the adjudicator has pointed out, we do not have the power to interfere in a judgment made by a court. Mrs H would need to apply to the court to have the judgment set aside if she believes she has grounds to do so.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs H either to accept or reject my decision before 1 October 2013.

Rosemary Lloyd

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.