

### **complaint**

Miss K complains that Santander will not remove adverse data from her credit file which should not be there. She wants it to remove the data and pay her compensation.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld. She was satisfied that Santander had not made an error and that the data recorded on Miss K's credit file was correct. Miss K disagreed and said that the problem had been caused by the bank's unreasonable charges.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Miss K and Santander have said and provided.

During the first half of 2011 Miss K exceeded the limit on one of her current accounts several times and incurred a number of charges. On 1 August 2011 Santander withdrew the overdraft limit and asked for repayment proposals on the outstanding balance. Following discussions the bank refunded £550 of the charges and Miss K repaid the balance. No default was registered but missed payments on the overdraft are recorded on her file with the credit reference agencies.

Miss K says that as the charges were refunded the bank should also remove the negative credit data. I recognise Miss K's frustration that the size of the bank charges contributed to her problem. But we cannot comment on whether charges are too high or unfair. I find that Santander did not make an error in the charges it applied to the account or in removing the overdraft limit. It refunded the charges as a goodwill gesture and as part of the repayment agreement. I conclude that Miss K's credit file is an accurate reflection of the activity on the account and I do not require Santander to take any further action.

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

**Under the rules of the Financial Ombudsman Service, I am required to ask Miss K either to accept or reject my decision, in writing, before 3 May 2013.**

*John Thornton*

*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**

Miss K made a second complaint to Santander concerning a home insurance policy which has not been referred to this service but which is mentioned in the correspondence. For the avoidance of doubt I make no findings on that complaint here. But Miss K will know that to settle that complaint the bank paid £100 compensation and has offered a further £85 for a delay in making the first payment. I understand the second payment is still on offer and I leave it to Miss K to formally accept this offer or not.

### **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.