

complaint

Miss E complains that Bank of Scotland plc (trading as Halifax) (“Halifax”) failed to note her change of address, resulting in a default registration being made about her debt, without her knowledge.

our initial conclusions

Halifax said the default notice had been sent to the address it had on file, prior to registration of the default, and disputed that it had been given Miss E’s new address. Eventually, it had written off the remaining balance on the account. An adjudicator considered the evidence and concluded that Miss E probably had not given Halifax her new address.

Miss E did not agree with the adjudicator’s conclusions. In summary, she said that had she known about the risk of the default registration, she would have repaid the debt in full and avoided it. She did not query lack of contact from Halifax about the debt, as she did not expect it. She had made payment towards the debt when collection agents acting for Halifax had contacted her – and felt that if the collection agents had managed to find her, then so should Halifax.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Miss E and Bank of Scotland plc (trading as Halifax) have provided. Miss E recalls giving Halifax her new address, but cannot say when she did so. I am not persuaded, on balance, that her recollection is accurate. I do not agree that, when it received no response to the default notice, Halifax had a duty to employ agents to find Miss E before registering the default. I note that even after she had been contacted by the agents, Miss E did not repay the debt in full. So it may in any event have been difficult for me to accept that she would have done so, and avoided the default registration, had she received the default notice.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss E either to accept or reject my decision before 27 September 2013.

Jane Hingston

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.