

complaint

Miss T complains that Santander UK Plc registered a default on her credit file despite her making agreed repayments on her overdraft.

background

Miss T says she made an agreement with Santander to repay her overdraft. She says she made the monthly repayments but Santander registered a default on her credit file. Miss T says that was unfair and would like Santander to remove it.

Santander says it agreed a two month plan with Miss T in February 2018 but told her that she needed to call it again before it expired. Santander says Miss T didn't call it back despite a number of letters it sent her asking her to do so. So it says it correctly registered a default.

Miss T brought her complaint to us but our adjudicator didn't think Santander had made a mistake or acted unfairly. He thought Santander had agreed previous plans with Miss T that she didn't keep to and had acted positively and sympathetically in the past by refunding charges. The adjudicator thought Santander had made clear that the plan was for two months and that Miss T needed to call it back to agree a new plan.

Miss T doesn't accept that view and says it was unfair to register a default as she was still making agreed repayments.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I've come to the same overall view as the adjudicator for the same reasons. I realise Miss T will be disappointed by my decision.

I've looked at Santander's notes and can see that it previously agreed repayment plans with Miss T in 2017 that were broken. I've also listened to the call between the parties in February 2018 in which a new plan was agreed. I'm satisfied that during that call Santander told Miss T the plan was only for two months and that she must call it back before the plan ended in order to arrange a new plan. I'm also satisfied that it was explained that a default could be registered if a new plan wasn't agreed and what that meant.

I appreciate Miss T says she kept making the repayments. But I think she should have known that she needed to contact Santander to arrange a new plan. I can also see that Santander wrote to Miss T on about four or five occasions asking her to call it in order to arrange a new repayment plan. And that it told her the account would default if she didn't or if she didn't immediately repay the money she owed. So I don't think Santander made a mistake by registering a default in circumstances where Miss T didn't contact it to arrange a new plan.

Banks and building societies should treat its customers positively and sympathetically where they experience financial difficulties. I'm satisfied Santander has acted in such a way here. I can see that it's refunded charges and agreed repayment plans with Miss T.

Overall as I'm satisfied Santander hasn't made a mistake or acted unfairly I can't order it to remove the default from Miss T's credit file.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 20 June 2019.

David Singh
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