

## **The complaint**

Mr P complains that Santander UK Plc (who I'll call Santander) caused him distress, inconvenience, and financial loss, when they wrongly reported his account as being in an arrangement to pay.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

## **What I've decided – and why**

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

I know it will disappoint Mr P, but I agree with the investigator's opinion. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Santander admitted they were wrong to report to the credit reference agencies that Mr P had entered into an arrangement to pay. To put things right they amended the report to a missed payment, and they offered Mr P £400 to compensate him for the distress and inconvenience caused.

I understand that Mr P doesn't think that's sufficient. He's explained that he couldn't obtain the mortgage terms he wanted and that he was declined for credit. He's also explained that he incurred brokerage fees when he had to use a broker to find a mortgage for him due to the damage on his credit file.

I'm not persuaded that I have sufficient information to suggest the arrangement to pay was the sole reason Mr P had difficulties. While I can see his broker has suggested that is the case I can't see his creditors have, and they would have considered other factors such as (but not limited to), his level of indebtedness, dependency on credit card cash advances, and the amount of credit searches performed on his file. I'm also not persuaded Mr P had to use a credit broker and incur fees as it seems reasonable to suggest he could source finance independently.

Taking all of that into account I don't think Santander's offer of compensation and their agreement to remove the inaccurate data, was unreasonable and I'm not asking them to take any further action.

**My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 1 February 2024.

Phillip McMahon  
**Ombudsman**