

## **The complaint**

Mr P's complained that the information recorded by Vanquis Bank Limited ("Vanquis") on his credit file was wrong – which he believes disadvantaged him.

## **What happened**

In the latter part of 2014, Mr P found himself in a position where he was advised to enter sequestration (the Scottish equivalent of bankruptcy). At the time Mr P had an outstanding balance on his Vanquis credit card. This debt was included in the sequestration.

In early 2020, Mr P reviewed his credit file and say that the debt to Vanquis was recorded as a separate item from his sequestration. And that the file showed the debt as unsatisfied. So he contacted his sequestration Trustee to see if this was right. His Trustee told him that the entries should be shown as "completed" or "satisfied".

Mr P contacted Vanquis and asked for the records to be amended. Vanquis reviewed the information they held and noticed that they'd incorrectly recorded the date of the sequestration – so they amended this. And they updated the record to show that the debt had been partially satisfied.

Mr P wasn't satisfied, so he complained to us. He said he thought he may have been adversely affected as a result of the information on his credit file. And he thought Vanquis should pay him some compensation.

Our investigator looked into Mr P's complaint but didn't think Vanquis should've done anything differently. She explained that banks are only required to mark an account as partially satisfied following the discharge of a sequestration – so the information the credit file was now right. And she said that, while we can direct a business to pay compensation if they've caused trouble or upset to a consumer, Mr P hadn't been able to point to any instances when this had happened.

Mr P didn't accept the investigator's view. He thought showing the debt to Vanquis separately on the credit report would have disadvantaged him. And he thought that Vanquis should have offered to pay him some compensation, because his report had been wrong. So I've been asked to make a 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.

Having done that, I'm not upholding Mr P's complaint. I'll explain why. There's no dispute that Mr P's credit report was wrong. But mistakes happen. And when Mr P brought the incorrect information to Vanquis's attention, they investigated, and corrected it promptly. So I'm satisfied they did what they needed to resolve that part of Mr P's complaint.

I've thought about Mr P's concerns that the incorrect information disadvantaged him. Our investigator asked him if he could provide specific examples where he thought the Vanquis information had stopped him obtaining credit. But Mr P hasn't been able to.

And without examples, or any other evidence, I can't conclude that any difficulties he had were due to the information from Vanquis, as opposed to the other information (for example, about the sequestration) on his credit report.

I know Mr P believes Vanquis should pay him compensation because the information on his file was wrong. But we will direct a business to pay compensation for the impact a mistake has on a consumer – not just because a mistake has happened. And I've not seen the incorrect information had any impact on Mr P. So I'm not directing Vanquis to make a payment.

### **My final decision**

For the reasons I've given, I'm not upholding Mr P's complaint about Vanquis Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 5 February 2021.

Helen Stacey  
**Ombudsman**