

The complaint

Ms S is unhappy that Leeds Building Society (LBS) recorded incorrect information on her credit file, showing missed payments for months when she'd made payments or had an arrangement in place. To settle the complaint Ms S wants LBS to pay "*severe compensation*".

What happened

The broad circumstances of this complaint are known to Ms S and LBS. I'm also aware that the investigator issued a detailed response to the complaint, a copy of which has been sent to all parties, and so I don't need to repeat the details here, other than to say that the investigator upheld the complaint. Our decisions are published and it's important that I don't include any information that might result in Ms S being identified. Instead I'll focus on giving the reasons for my decision. If I don't mention something, it won't be because I've ignored it. It'll be because I didn't think it was material to the outcome of the complaint.

The investigator asked LBS to amend Ms S's credit file to show payment arrangements made between December 2019 and March 2022, (except for December 2020 to June 2021 when there was no arrangement in place). He also thought LBS should pay compensation of £300 for distress and inconvenience. LBS didn't respond to this and so it falls to me to issue a final decision on the complaint.

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.

Where the evidence is incomplete or inconclusive, I must decide what I think is most likely to have happened, based on the evidence that *is* available, and the balance of probabilities.

LBS hasn't responded to our enquiries, other than to send a copy of its final response letter. I should not need to remind LBS of its duty to co-operate with our investigations, so the lack of response is disappointing, particularly as there has been no explanation from LBS for this.

In the final response letter sent to Ms S, LBS says that it had been agreed that payment holidays taken during the period when special rules applied because of Covid wouldn't be reported to credit reference agencies. But LBS said that, although a concessionary arrangement had been agreed in October 2020, no other arrangements to pay had been reached and token payments made didn't constitute a formal payment arrangement.

However, LBS said that, where there'd been issues in payments coming in from the DWP (when LBS had agreed to accept £200 per month from Ms S) it would retrospectively record a payment arrangement from December 2021 to March 2022.

However, I agree with the investigator that the correspondence from LBS provided by Ms S is persuasive that payment arrangements were agreed at other times. Ms S says these have

not been reflected in her credit file. I am satisfied that, where LBS has written to Ms S about payment arrangements, these should be reflected accurately in her credit file.

In the circumstances, I uphold the complaint.

Putting things right

In full and final settlement of this complaint, Leeds Building Society must update Ms S's credit file to reflect all payment arrangements made between December 2019 and April 2022, as set out in its letters to Ms S. LBS should have this correspondence on file, but if it isn't able to locate it, LBS can ask Ms S to send this. LBS must compensate Ms S for any expense incurred in sending the correspondence (e.g. copying or postage) if the letters can't be received by LBS via email.

I've noted Ms S's request that LBS be required to pay "*severe compensation*". However, we aren't a court and so don't have any power to award damages or make punitive awards. In all the circumstances of this case, I'm satisfied that an award of £300 compensation is fair and reasonable for the distress and inconvenience caused to Ms S by LBS's failure to update her credit file.

My final decision

My final decision is that I uphold this complaint and direct Leeds Building Society to settle it as detailed above.

This final decision concludes the Financial Ombudsman Service's review of this complaint. This means that we are unable to consider the complaint any further, nor enter into any correspondence about the merits of it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 15 February 2023.

Jan O'Leary
Ombudsman