

## The complaint

Mr V is unhappy because Barclays Bank UK Plc trading as Barclaycard ('Barclaycard') reported to the Credit Reference Agencies ('CRAs') that he'd withdrawn £50 on his credit card when he'd done this by mistake and paid it back the same day.

Mr V wants the marker to be removed from his credit file.

## What happened

Mr V mistakenly withdrew £50 at a cashpoint using his Barclaycard credit card, having confused it with another card of the same colour. Mr V rang Barclaycard immediately and transferred £50 from his current account to his credit card account to rectify his mistake.

Mr V later became aware that Barclaycard had reported the withdrawal to the CRAs and a marker had been placed on his credit file to reflect this.

Mr V complained to Barclaycard and sought the removal of the marker as he was concerned it'd unfairly impact his upcoming mortgage application. But Barclaycard's response was they wouldn't change what they'd reported to the CRAs because it accurately reflected what had happened on his account.

Mr V referred his complaint to our service, but our investigator didn't uphold it.

## My provisional findings

Last month I issued my provisional findings in relation to this complaint, as follows:

*"I have looked at all the evidence and information made available to me to decide what is fair and reasonable in the circumstances of this complaint.*

*Having done so I am of the same opinion as our investigator, and I don't intend to uphold Mr V's complaint. My reasoning is slightly different, which I've set out below.*

*There is a dispute here about what information Barclaycard reported to the CRAs and how this appeared on Mr V's credit file.*

*Where something is in dispute, our service looks at the wider circumstances and the available evidence to decide what more likely than not happened.*

*The Information Commissioner's Office ('ICO'), an independent body set up to monitor information rights, gives guidance on what Barclaycard should report to the CRAs. In its document 'Principles for the Reporting of Arrears, Arrangements and Defaults at Credit Reference Agencies' the ICO says lenders should report information to the CRAs that is "fair, accurate, consistent, complete and up to date".*

*During my investigation of this complaint Barclaycard said they'd reported details of how the account had been used to the CRAs – i.e. the money spent, and money repaid - so the information they shared was accurate. They said this information couldn't be changed*

*without amending Mr V's account statements, which they wouldn't do as it'd misrepresent what had happened.*

*Barclaycard submitted that from the information they'd provided they didn't think the withdrawal would show up detrimentally to Mr V as a specific marker and suggested different CRAs may differ in how they reported a cash withdrawal on their reports.*

*Mr V submitted to our service that there was a specific marker on his credit file in February 2024 showing the withdrawal, although this had come off his credit file by July 2024. He accepted the marker hadn't affected any credit applications, but he said he'd been worried that the withdrawal marker might have given an unfair and inaccurate impression he was in financial difficulty. He also said he thought he should've been notified about it.*

*To uphold this complaint I'd have to find that Barclaycard did something wrong or treated Mr V unfairly here. I'm minded to say I haven't seen enough to say that they have.*

*I've not been able to see the specific marker showing the cash withdrawal on Mr V's credit file between February 2024 and July 2024, because it is no longer reflected on his credit file.*

*I recognise Mr V's financial standing was particularly important to him at the time of this event because he was hoping to apply for a mortgage, so he was concerned about how this temporary marker would look to potential lenders.*

*It would be for each potential lender to consider whether the marker reflected negatively on Mr V as part of all the factors they take into account when lending. I've not seen anything to suggest that Mr V was in a pattern of making cash withdrawals on credit facilities, so I'm inclined to say that a single withdrawal marker was unlikely to give an impression he was in financial difficulty.*

*Mr V has confirmed that he didn't make any credit applications between February 2024 and July 2024 that could've been impacted by the marker, and he recognises he's not impacted going forwards.*

*I'm minded to say in these circumstances that Barclaycard reported accurate information to the CRAs about the withdrawal, and there's not been any unfair impact on Mr V as a result.*

*I acknowledge that Mr V was unhappy that when he spoke with Barclaycard, they didn't warn him of the marker. I'm not aware of any specific obligation on Barclaycard to do this, so I can't say they've acted unfairly here. Typically, lenders will notify their customers in their privacy notice and terms and conditions of their obligations to report information to the CRAs. I note Mr V feels lenders should do more here, but this would be a consideration for the regulator - the Financial Conduct Authority – and isn't something I'm able to address.*

*I understand Mr V found this matter upsetting and he spent time and effort trying to put things right. I think Mr V would likely have experienced some worry and inconvenience in any event, as it was his mistake that led to the withdrawal. I'm inclined to say Barclaycard haven't done anything to add to his distress and inconvenience here.*

*Taking the above into account, I intend to say that Barclaycard haven't treated Mr V unfairly in these circumstances, and they needn't take any action."*

#### Responses to my provisional decision

In my provisional decision, I asked both Barclaycard and Mr V to respond within a set timeframe if they had any further comments or evidence that they would like me to take into

account.

Neither party has provided anything further for me to consider.

### **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.

Because neither party has provided me with anything further to consider, in all the circumstances, I conclude that the basis of my provisional decision provides a fair and reasonable outcome to Mr V's complaint. I therefore see no reason to depart from my provisional findings.

### **My final decision**

For the reasons outlined, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 5 December 2024.

Clare Burgess-Cade  
**Ombudsman**