

## **complaint**

Mr D is unhappy about information Barclays Bank Plc reported on his credit file in 2017 in relation to a loan plan.

## **background**

Mr D's given us a lot of information about his personal circumstances. I'd like to reassure him that I've read everything he's told us, but I won't go into any details about it in this decision to protect his privacy.

This all goes back to 2016 when Barclays changed the way it charged its customers for using their overdrafts. Mr D says the new way of charging would have left him significantly worse off, so he contacted Barclays to discuss his options.

Mr D was referred to the financial assistance team who proposed he set up a Resolve loan which would be used to repay his overdraft and existing Barclays loan. The Resolve loan would be interest-free, and following discussions about the possible impact it would have on his credit file, Mr D agreed to go ahead as he was satisfied the impact would be minimal.

Before the Resolve loan could be set up Barclays wanted Mr D to maintain a three-month payment plan ("the first plan") so it could be sure the new Resolve loan would be affordable. The first plan was set up to run from January until April 2017. Unfortunately at the end of the three-month term Mr D lost his job so he couldn't set up the follow-on Resolve loan.

Mr D contacted Barclays to let it know what had happened and it agreed to place a 30-day breathing space hold on Mr D's overdraft and loan accounts. At the end of the 30 days a further hold was agreed as whilst Mr D had got a new job, he wouldn't be paid for a while.

In July 2017 a new three-month plan ("the second plan") was set up to again check affordability. This time the second plan completed successfully and Mr D entered into the Resolve loan in October 2017.

Mr D has had a few complaints with Barclays as different things had gone wrong, such as incurring overdraft charges during the hold, and the second plan failing due to a banking error. I mention these only for completeness as they're not the subject of this complaint.

This complaint is just about the information Barclays reported on Mr D's credit file between January and September 2017; that is the period covering the two plans, and the hold period in between.

Barclays didn't uphold the main thrust of Mr D's complaint, but it did offer £200 compensation for the distress and inconvenience caused to Mr D throughout the process, and for the time it had taken to provide its answer to the complaint.

Once the complaint had come to us Barclays said it had reviewed the information provided to the credit reference agencies and said the feed wasn't accurate. It said it would manually amend the information it provided to show Mr D was in an arrangement to pay ("ATP") between January and April 2017 and during July and August 2017.

Our investigator thought that was fair and said Barclays didn't have to do any more than that. Mr O didn't agree and so it was passed to me decide.

Upon reviewing the complaint I didn't think Barclays had done enough to make it clear to Mr D what the hold meant in terms of the information that would be recorded on his credit file. I asked that Barclays provide further information to show that had been explained, and if not said I would be minded to order Barclays to mark the May and June 2017 payments as being in an ATP as well.

Barclays agreed to amend Mr D's credit file feed to show those two months as also being in an ATP and so we put that offer to Mr D.

Mr D, whilst welcoming the amendment to his credit file information, said he wanted compensation for the trouble and upset he'd been caused.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Mr D's set out his account in considerable detail. I trust he won't take it as a discourtesy that I've condensed his complaint in the way that I have. Ours is an informal dispute resolution service, and I've concentrated on what I consider to be the crux of the complaint.

I don't doubt that this is very important for Mr D but although I've read and considered the whole file I'll keep my comments to what I think is relevant. If I don't comment on any specific point it's not because I've not considered it but because I don't think I need to comment on it in order to reach the right outcome.

Barclays has now agreed to mark the May and June 2017 payments as being in an ATP – as well as amending the feed for January to April 2017 and July and August 2017. This means Mr D's credit reference feed from Barclays will show he was in an ATP from January 2017 until September 2017, after which the original loan (and overdraft) will show as having been closed and the new Resolve loan opened. That seems reasonable and what I would have ordered Barclays to do had it not already agreed to do so.

That leaves the issue of compensation. I understand Mr D feels further compensation is warranted to take into account the stress and suffering that was caused to him.

I've considered this element of Mr D's complaint very carefully and I'm not persuaded that further compensation should be paid (on top of the £250 and £200 offered in the September and November 2017 letters from Barclays respectively). I understand why Mr D feels further compensation should be due as he sees this as an error on the part of Barclays that he has suffered because of. But it's not that straightforward.

What I need to consider is if Barclays actually misled Mr D about what would show on his credit file for May and June 2017 whilst the hold was in place. Having done so it seems this was a genuine misunderstanding rather than misinformation given by Barclays. Barclays didn't give *wrong* information to Mr D, it just stayed silent and unfortunately Mr D didn't ask (as, understandably, he's said he didn't think he needed to). Had Mr D asked the question and been given misinformation by Barclays then I'd be ordering a payment of compensation. But as this was instead simply a misunderstanding with Barclays not commenting either way then I can't fairly award compensation for that.

**my final decision**

I uphold this complaint in part and order Barclays Bank Plc to show Mr D as in an ATP for May and June 2017 as well as the previous manual adjustment it had already said it would make. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 28 June 2019.

Julia Chapman  
**ombudsman**