

## **complaint**

Mr S complains about adverse information which Nationwide Building Society recorded on his credit file. He also complains about the way Nationwide has handled his complaint.

## **background**

In March 2010 Nationwide applied a fee for an unpaid direct debit to Mr S's account. Mr S paid enough into the account to clear the overdraft. But an unauthorised overdraft fee was applied at the end of the month, and further interest and unauthorised overdraft fees were applied up to and including December 2010.

In January 2011 Mr S arranged to close his account. Nationwide agreed to refund all interest and fees that were outstanding on the account if Mr S paid the original unauthorised overdraft fee of £20. And it agreed that it would record that he'd made a full and final settlement on his credit file. But when he recently checked his credit file he discovered that the account was recorded as partially settled.

Mr S says that in the four years after he closed the account he was offered financial products with poor rates of interest and has been refused credit due to adverse information on his credit file. He also says he's had to spend a lot of time trying to resolve the complaint.

Nationwide has arranged for all adverse information about the account to be removed from Mr S's credit file. It's apologised to Mr S and has offered to pay him £50 to reflect the fact that he had to contact it for a second time about the way the settlement had been recorded.

Our adjudicator thought Nationwide's offer was fair. And she explained that she couldn't recommend that Nationwide should compensate Mr S for the financial loss he says he incurred as a result of the adverse information, because Mr S had been unable to provide evidence to support this.

Mr S is unhappy with the adjudicator's view. He remains dissatisfied with the way Nationwide handled his complaint and reiterates that he had to spend a lot of time communicating with Nationwide. He says he's incurred postage and phone costs, and has had to pay for copies of his credit report to check that Nationwide's done what it promised to do.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've reached the same conclusion as the adjudicator, for similar reasons.

It isn't in dispute that Nationwide agreed in January 2011 to record Mr S's payment as being in full and final settlement of the account. And it isn't in dispute that it failed to do so. I acknowledge that Mr S says he's been refused credit and has only been able to obtain financial products on unfavourable terms as a result. But without evidence to support what he says, I can't fairly require Nationwide to compensate him for this.

I'm satisfied that the interest and charges applied to Mr S's account from March 2010 until he closed it were in line with the terms and conditions of the account. And they were clearly shown on his monthly statements. It's true that in the course of dealing with Mr S's complaint, Nationwide agreed to remove the late payment markers on his credit file. But I'm

satisfied that it wasn't at fault in recording them in the first place. So the late payment markers would properly have shown on Mr S's credit file even if his payment had been marked as in full and final settlement of the account as agreed.

Nationwide responded quickly to Mr S's complaint. But it didn't acknowledge that it had agreed to record his account as settled on his credit file. It was only after further contact from Mr S that it accepted that it had agreed to do so but had failed to follow through. I can see that Mr S made several phone calls to Nationwide. But I don't consider the time it took for Nationwide to resolve the complaint to have been unreasonable.

I accept that if Nationwide had examined its records more thoroughly before it sent its original response to Mr S's complaint, he may not have needed to contact it again about the way it had recorded the settlement of the account on his credit file. But I consider the £50 it has offered to be reasonable to reflect the inconvenience it caused Mr S. I don't consider that I can fairly ask it to increase its offer. Nor do I consider it appropriate to require it to reimburse Mr S's postage and phone costs or the cost of obtaining copies of his credit reports.

If Mr S now wishes to accept Nationwide's offer, he should contact it directly.

### **my final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 9 November 2015.

Juliet Collins  
**ombudsman**