

## **complaint**

Mr A complains that Bank of Scotland plc trading as Halifax has incorrectly recorded information on his credit file. And as a result debt collectors and other collection agencies are pursuing him for a debt. Mr A wants Halifax to remove the information from his credit file.

## **background**

Mr A says he recently checked his credit file and discovered that Halifax are holding him responsible for opening an account in January 2016. Mr A's credit file shows that the account closed in December 2016 with an outstanding balance of £522. So a default marker has been applied to the account.

Mr A says this information is wrong. He says he never opened an account with Halifax and never lived at the address used to open the account. He says this is simply a case of mistaken identity. And the person who opened the Halifax account has the same name as him, lives in the same county and has a slightly different date of birth.

Halifax says it didn't make a mistake and based on information it had seen it was satisfied that Mr A had opened the account. So it didn't agree to amend Mr A's credit file.

Mr A wasn't happy with this response. So he brought his complaint to this service. An investigator looked at Mr A's case. Based on information he obtained he was satisfied that Mr A had lived at the address used to open the Halifax account. So he didn't think Halifax had done anything wrong. Mr A disagreed. So the complaint has come to me to decide.

## **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'm not upholding Mr A's complaint. And I'll explain why.

Mr A says he never opened an account with Halifax. And he's never lived at the address used to open the account. Mr A has given us a copy of a tenancy agreement he says shows that he has lived at a different address since 2008. So he says it's unfair his credit file has been adversely affected.

I've looked at the tenancy agreement Mr A has given us. And I'm not satisfied that this document proves Mr A wasn't living at the address used to open the account. I say this because the tenancy agreement consists of only one page, which in my view is unusual, especially as the tenancy agreement is over a period of ten years. It also contains spelling mistakes and is typed in various fonts. And it isn't signed by Mr A. So I have some concerns about the validity of this document. And I'm not persuaded that this shows Mr A was living at the address shown in the agreement in 2016, which is when the Halifax account was opened.

I've also looked at information from an electoral roll search. And I can see that Mr A is shown as living at the address used to open the Halifax account. Mr A's correct date of birth is also shown in the register. So I think this information is accurate.

I've also looked at the information the investigator obtained using LexisNexis TraceIQ, which is an online tracing and investigation system that uses public records and commercially available data sources. It's a service that is used by many companies and public bodies. Again this confirms Mr A as living at the address used to open the Halifax account.

In short, I simply don't consider that Mr A's claims of what's happened are persuasive enough when considered against the banks version of events. And the information I have regarding of where Mr A was living when the Halifax account was opened. So I don't uphold his complaint. And I'm not going to ask Halifax to amend Mr A's credit file.

**my final decision**

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 29 January 2018.

Sharon Kerrison  
**ombudsman**