

complaint

Mr T is unhappy with incorrect information Creation Financial Services Limited recorded on his credit file. He says this affected his ability to re-mortgage. He estimates his losses at £4,000.

our initial conclusions

Our adjudicator partly upheld the complaint. She agreed that Creation had recorded the wrong information on Mr T's credit file. She recommended Creation pay £300 for distress and inconvenience, which it agreed to do. However, the adjudicator did not think Creation should pay the costs and losses Mr T claims, because she did not think there was enough evidence to show that Mr T had incurred those losses, or that they had been caused by Creation's actions.

Mr T did not accept this. He says he is being penalised for Creation's error.

my final decision

I have considered what Mr T and Creation have said and provided, to decide what is fair and reasonable in this complaint. Having done so, I think Creation has offered fair compensation.

Creation declined a loan application from Mr T, but then incorrectly recorded it on his credit file as accepted. Mr T says this affected his credit rating and caused him to miss out on a re-mortgage. However, I have not seen compelling evidence to support either of those statements. I think that, if Creation had correctly recorded the loan as declined (which it would have been entitled to do), that might well also have had an adverse effect on Mr T's credit rating. So I am not convinced that Creation's error left Mr T any worse off than he would otherwise have been. I do agree that Creation did not give a proper response or explanation to Mr T. And it took longer to correct the information than it should have. But I think the £300 recommended by the adjudicator is fair compensation for that. I cannot reasonably direct Creation to pay the sum of money Mr T is claiming when he has not provided any direct evidence to show he suffered those losses, or that Creation caused them.

My final decision is that I partly uphold this complaint and I direct Creation Financial Services Limited to pay Mr T £300 for distress and inconvenience. I make no other order or award.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr T either to accept or reject my decision before 2 December 2013.

Dawn Griffiths

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.