

complaint

Mrs C complains that Link Financial Outsourcing Limited registered adverse information on her credit file using a credit card number she knows nothing about. And it misled her and didn't deal with her complaint within a reasonable time.

background

In 2013 Mrs C asked Link for a copy of the credit agreement for a debt it was chasing. Link sent her a document containing a number she didn't recognise. Mrs C asked Link to explain and it said the number was used for her account by the original lender internally. Mrs C says she checked and the original lender denies that, so Link misled her. And Link reported incorrectly to credit reference agencies (CRAs) and took too long to deal with her concerns.

Link says Mrs C was properly notified that the debt was assigned from the original lender in 2012. And, while it used a different number to the one she is familiar with when reporting the debt to CRAs, the account history is correct. And Mrs C agreed a repayment plan with Link and made payments under it until 2013 - so the debt is hers and she should repay it.

Our adjudicator says there's no evidence this debt was reported twice - as two different debts. So she's not persuaded that Mrs C has been affected adversely by Link using a different number. But she thinks Link could have responded to Mrs C's complaint more quickly. She discussed that with Link and it agreed to pay Mrs C £75 for the trouble and upset caused.

Mrs C says the original lender told her it didn't use two numbers for the account. And she would like a full explanation about what happened, so she asked for an ombudsman to review her complaint.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I have reached the same conclusions as our adjudicator for broadly the same reasons.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

I can see that Mrs C was concerned when Link referred her to an account number she hadn't seen before. I understand that made her worried about the way her account was being managed – and it didn't help that Link took some time to send its final response to her complaint.

Link has accepted that it should have dealt with Mrs C's concerns faster. I think Link's delayed response was due in some part to it referring back to the original lender for information. But I can see that Mrs C experienced some additional upset and trouble and I consider Link could have done more to avoid that. So I find Link's offer to pay Mrs C £75 compensation is fair.

Mrs C doesn't suggest that the original debt isn't hers. And I can see that she made repayments for some months under a plan she agreed with Link in 2012. I accept that it was upsetting and frustrating for Mrs C when Link used a number she didn't recognise. And it's

understandable that she wants to be sure her account isn't being confused with someone else's - but I've seen no evidence that it is.

Financial businesses are required to report accurately to CRAs. But the information that may affect a borrower's credit status generally concerns whether the correct payments have been made on time. There seems to be no dispute here that Link reported the payment history and general operation of Mrs C's account properly - albeit with a different number to the one she knows. And I have seen no suggestion that Mrs C lost out financially, or was otherwise disadvantaged, because Link used the number it did. So I'm not persuaded I can reasonably require Link to do more in the circumstances.

Mrs C questioned the amount of this debt, in the latter stages of this complaint. She accepted our adjudicator's suggestion that those concerns should be raised with Link as a separate matter. And, if Mrs C is dissatisfied with the response, she remains free to raise a complaint about that with this service if appropriate.

I remind Link of its continuing obligations going forward to treat Mrs C positively and sympathetically, if she is experiencing financial difficulties.

my final decision

My decision is that I uphold this complaint in part. In full and final settlement, I order Link Financial Outsourcing Limited to pay Mrs C £75 (if it has not already done so) to compensate her for the upset and inconvenience she has experienced. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 5 October 2015.

Claire Jackson
ombudsman