

## **complaint**

Mr T complains about default information Barclays Bank Plc (trading as Barclaycard) recorded on his credit file in May 2010. He believes the date of default should be recorded earlier, when he first received notification in December 2009. Barclaycard acknowledges that it sent Mr T several default notices. It's offered him £200 compensation in recognition of delays. But the bank doesn't consider it was wrong to record the default when it did.

## **our initial conclusions**

Our adjudicator noted that in early December 2009, Mr T was still discussing matters with the bank. The adjudicator felt the bank had given Mr T further time to remedy the default, sending him a second notice later that month. But the adjudicator saw no reason for Barclaycard to delay recording the information after early January, when the second notice period expired. He thought the reasonable way to resolve the dispute would be for Barclaycard to amend the date of default to January 2010. Barclaycard remains unwilling to do so. It says that Mr T's account didn't enter formal recovery until the end of April 2010. The bank considers it would have been inappropriate for it to register the default when Mr T's account was only three months in arrears. And Mr T still felt the default should show from early December 2009.

## **my final decision**

To decide what's fair and reasonable in this complaint, I've considered everything Mr T and Barclaycard have provided. Having done so, taking into account Barclaycard's offer to pay Mr T £200, I think the adjudicator's proposed resolution is fair.

Barclaycard appears to have deemed it appropriate to issue notice of default in December 2009. So I don't really follow why it would then be inappropriate to record that information relatively soon after the notice period expired. If Mr T had been discussing repayment proposals with the bank at that time, I might understand it deferring registration. But the only indication in that respect is the conversation in early December to which the adjudicator referred. There was no such discussion following the second notice, which expired on 7 January 2010. **My final decision is that in full and final settlement of this complaint, Barclays Bank Plc (trading as Barclaycard) should amend the default date on Mr T's credit file to 7 January 2010. If it hasn't already done so, the bank should also pay Mr T the £200 it has already offered. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T either to accept or reject my decision before 18 March 2015.**

*Niall Taylor*

*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.