

## **complaint**

Mr S complains that TSB Bank plc unfairly put late payment markers on his credit file, both when he had a payment agreement and when he was disputing the debt with this service. He wants the bank to remove the late markers.

## **background**

On 5 June 2014, Mr S switched his account away from TSB when it was overdrawn by over £3,000. At that point TSB removed the overdraft facility.

Mr S has brought a separate complaint to this service, but he now complains about the late payment markers on his credit file. The adjudicator did not recommend the complaint should be upheld. Although a payment arrangement was made, she said the bank had not made a mistake when it recorded the late payments. She said that although Mr S was disputing the debt, TSB never told him it wouldn't put late payment markers on his credit file if he failed to repay the money and so it had a right to record the information.

Mr S did not agree. He said he was told not to pay until the matter was resolved and it is not fair that TSB can put anything it chooses on his credit file, when it dealt with him inappropriately.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

When customers switch away from TSB, they are expected to pay their full balance within 30 days. I am satisfied that when he switched out, Mr S had not set up an arrangement and could not repay the debt. TSB came to a repayment arrangement with him, but I am satisfied that because he should have repaid the debt in full, even though he made payments in accordance with that agreement, these were late payments.

I appreciate Mr S's frustration and confusion, but when he was disputing the debt with TSB and then this service, I am not satisfied he was misled or told by the bank that it would not record the late payments. I understand that as a result of this service's decision on his other complaint, a default about this debt was removed, however, it took Mr S over 12 months to repay the £3,000 overdraft, which should have been repaid within 30 days,

As the adjudicator has explained, TSB has a duty to ensure it puts entries on Mr S's credit file which provide accurate information about how his account has been managed. I am satisfied that Mr S was making late payments, because he had not complied with the terms and conditions of the account when he failed to repay the overdraft in full within 30 days.

I understand that Mr S will be disappointed by my decision, but I am not satisfied the bank made a mistake and it would not be fair or reasonable for me to order it to remove the late payment entries it has placed on his credit file.

## **my final decision**

My final 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 29 July 2016.

Charlotte Holland  
**ombudsman**