

complaint

Mrs B complains that NewDay Ltd recorded late payment markers on her credit file after it failed to update her address.

background

Mrs B says that she checked her credit report in October 2015 and realised that two late payment markers had been added by NewDay.

Mrs B says she called NewDay and was told her account was in arrears and that no payments had been made since July 2015. She explained that she had contacted NewDay in June 2015 to change her address and provide her details for a direct debit to be set up. She says that NewDay had not acted on her instructions.

On this call Mrs B says that she was told that her credit report would be amended and that her address had been updated. She decided to pay off her balance in full.

Mrs B says that she received a letter dated 19 October 2015 saying that NewDay could not amend her credit file. Mrs B contacted NewDay to complain that her credit file would not be amended. She says she was told this would be looked into and she would be called back. She says she was not called back.

NewDay says that it was Mrs B's responsibility to ensure that her payments were made on time. It says that it has no record of the call made in June 2015 where Mrs B says she updated her address and set up a direct debit. It also noted that a statement was not a prerequisite for a payment to be made.

NewDay says that it is required to ensure the information it records with the credit reference agencies provides an accurate reflection of the management of the account and that it was unable to amend Mrs B's credit report.

NewDay did accept that it did not call Mrs B back after it had said this would happen in October 2015 and offered to pay her £70 as a gesture of goodwill for the inconvenience and upset this caused.

The adjudicator said that based on the evidence she was unable to conclude that Mrs B contacted NewDay in June 2015. She said Mrs B's bank statements did not show any payments being made and so she should have been aware that the direct debit had not been set up. The adjudicator noted that NewDay had offered to pay Mrs B £70 for not calling her back when it said it would.

Mrs B accepted that had she checked her statements she would have been able to address this issue sooner. She said that on the call that took place on 14 October, she was told her credit file would be amended and that she should check it in a few weeks to make sure this happened. She says she was not told this might not happen. She says that although NewDay has offered compensation for not calling her back following her call on 28 October, the issue about incorrect information has not been addressed.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence.

Mrs B says that she called NewDay in June 2015 to update her address and set up a direct debit. NewDay does not have a record of this call. While I appreciate that Mrs B has explained that a call was made, as no evidence has been provided to support this I do not find that I have enough to say that this happened and that NewDay failed to act on Mrs B's instructions.

Mrs B was provided with information about the required payments and while I can see these went to her old address, because I do not have evidence to show she had updated her address with NewDay I cannot say that it has done anything wrong in this regard.

I appreciate Mrs B's comments about not checking her bank statements and so not realising sooner that the payments were not being made. However, because the payments were not made by the required date, I do not find that NewDay has acted unreasonably by recording late payment markers on her credit file.

Mrs B contacted NewDay in October 2015 and cleared her balance. I accept that at this time Mrs B was told that her credit file would be amended. I can also see that a request was made to NewDay's credit data management team for the late payment markers to be removed. However because no evidence of a call in June 2015 was found the credit file was not amended.

While I understand Mrs B's disappointment at being told her credit file would be amended and then later being told this would not happen, I do not find that NewDay has done anything wrong by not amending her credit file. I understand she feels that she was provided with the wrong information but I find that NewDay did look into the removal of the late payment markers and updated Mrs B that this would not happen.

Mrs B has not been provided with the service she should have as she was not called when NewDay said it would call her back. I find that the offer of £70 made by NewDay is reasonable.

my final decision

My final decision is that NewDay Ltd should pay Mrs B £70, as it has offered, in settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 16 May 2016.

Jane Archer
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