

complaint

Mr T complains about a number of administrative errors made by Halifax. He also wanted his credit file correcting.

background

Mr T said that Halifax passed his credit card account to a debt collection agency whilst he was on an agreed reduced payment arrangement. He later complained that his account had been passed to another debt collection agency whilst his complaint was being investigated by this Service. He also said that he had made cash payments in branch which had not been credited to his account, and that Halifax had failed to respond to his request for a copy of his credit agreement and copy statements.

our adjudicator's view

The adjudicator did not recommend that the complaint should be upheld. He concluded that Halifax had not acted unreasonably in defaulting Mr T's account and passing it to a debt collection agency as he had missed payments in the two repayment arrangements he had set up in 2010 and 2011.

Mr T responded to say, in summary, that his account had been sold to a third party despite a repayment arrangement being in place, and that Halifax had incorrectly told the debt collection agency that it had no record of a dispute being received from Mr T about his credit card debt. He also said that he had made a repayment arrangement which was set up to expire in November 2012.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr T and to Halifax on 25 February 2013. I summarise my findings:

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

- I considered that Halifax made a number of administrative errors in this matter. I noted that Mr T wrote to Halifax in March 2012, and its debt collector's solicitors in April 2012, but he did not receive a reply from Halifax until, rather belatedly, June 2012. Mr T also requested copies of his statements and credit agreement some time before March 2012, but he had still not received these when he complained to this service. Mr T wanted to see statements as he disputed the balance due. Halifax asked Mr T to sign a credit agreement which Halifax later accepted had been done in error. Halifax informed its debt collection agents that its dispute with Mr T had been resolved and that his only dispute with it was in relation to payment protection insurance, when it was clear from correspondence between Halifax and Mr T, and also with this Service, that Mr T's dispute about his credit card debt was ongoing and unresolved. I therefore considered that Mr T should receive compensation for his time and trouble in pursuing this matter.
- Whilst Mr T said that the debt had been sold by Halifax, this was incorrect, as the debt had only been passed to debt collection agents for collection. I also noted from the account payment history that Mr T had missed a number of payments in the two payment arrangements he agreed with Halifax, so I was satisfied that Halifax was entitled to issue a default and register this on his credit file.
- Mr T referred to a payment arrangement ending in November 2012 but neither he nor Halifax has produced any information about this. Similarly I received no information from Mr T to evidence the cash payments he referred to in his complaint. So, on balance, I did not consider that there was a payment arrangement ending in November 2012, and in the absence of any evidence to the contrary, I did not conclude, on balance, that Mr T made cash payments in branch which Halifax had failed to credit to his account.

Subject to any further representations by Mr T or Halifax, my provisional decision was that Halifax should pay Mr T £100 for the distress and inconvenience caused by its errors, and the quality of its complaint handling.

Halifax has accepted my provisional decision and Mr T has provided no fresh information or evidence in response to my provisional decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

As Halifax has accepted my provisional decision, and Mr T has provided no fresh information or evidence in response to my provisional decision, I find no basis to depart from my earlier conclusions.

my final decision

My final decision is that I uphold this complaint in part. In full and final settlement of it, I order Bank of Scotland plc (trading as Halifax) to pay Mr T £100 compensation.

Roslyn Rawson
ombudsman