

summary of complaint

Ms D complains that Barclays made mistakes in administering her loan.

She complains that it registered inaccurate information about late loan repayments on her credit file. She says that as a result she has had to pay more for her finance than she should have. She wants Barclays to compensate her for this.

She is not satisfied with the level of customer service she has received. She would like the bank to apologise to her.

our initial conclusions

Our adjudicator recommended that the complaint should be upheld in part. He noted that the bank has offered as a goodwill gesture to:

- Pay Ms D £100 to compensate her for the delay in applying her cheque to pay off her Barclayloan Plus.
- Remove the late payments information it has registered on her credit file.

He was satisfied that it was not reasonable for Ms D to have concluded that her loan repayment date had been changed in the circumstances. Neither did he conclude that she had demonstrated that a third party bank refused to lend to her on the basis of the information that Barclays had registered on her credit file. He was not satisfied in any event that Barclays had made a mistake in registering the information it did.

For these reasons he considered that Barclays had made a fair and reasonable offer. It follows that he was not persuaded that he had any proper basis to ask it to do more.

Ms D did not accept that conclusion. She asked that the complaint be reviewed by an ombudsman.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where necessary and/or appropriate, 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 evidence that is available and the wider surrounding circumstances.

loan repayment calculations

Ms D says that Barclays took too long to use her cheque to pay off her loan. Barclays accepts it should have used her cheque to pay off her Barclayloan Plus sooner. It says that the additional interest she paid as a result of this delay amounts to £82.72.

She also tells us it made a mistake in its interest calculations when she paid off her loan early. Barclays' records show that no interest rebate was due on the loan when she repaid it early as interest was calculated on a daily basis.

On balance I conclude that the £100 that Barclays has offered is fair and reasonable compensation in the circumstances.

request to change the repayment dates and registration of the late payment information

Ms D tells us that she asked Barclays several times by phone to change her loan repayment dates. She says that the bank agreed to this. Barclays says its records show it never agreed to this. However, I note that Barclays has offered to remove the late payment information as a goodwill gesture. As it is by no means clear that it did make a mistake when it registered this information I consider this to be a fair and reasonable offer in the circumstances.

the application with the third party bank

Ms D tells us that the third party bank initially accepted her application for new finance. But she says it subsequently withdrew its offer when it saw the information Barclays had registered on her credit file. I appreciate that Ms D is adamant that the reason the offer was withdrawn was solely due to the information registered by the bank on her credit file. But the information I have seen from the third party bank does not support this conclusion.

Further financial businesses consider a number of criteria when assessing finance applications. I believe no one factor by itself is likely to be the sole reason that Ms D's application was declined.

I also note that when she did ultimately get new finance she borrowed a lot more than the third party supplier had originally agreed to lend to her. There is no guarantee that the third party bank would ever have offered her the higher amount. It follows that I do not conclude that the registration of the late payment information by itself caused Ms D to lose the opportunity to take out the cheaper finance with the third party bank.

distress and inconvenience

Ms D tells us she has experienced considerable distress and inconvenience as a result of Barclays' actions. Whilst I appreciate Ms D's circumstances are likely to have been stressful I do not consider that I can fairly hold Barclays responsible for this.

Ms D tells us that Barclays provided poor customer service and in particular it went back on an agreement with her that it made over the phone to re-open her complaint and pay her costs. In the circumstances if such an agreement had been reached I consider it is likely that Barclays would have noted the agreement in its records. But Barclays says its records show it made no such agreement.

Given the information I have seen I do not conclude that on balance that any such agreement was ever made. Neither do I conclude that level of customer service it provided was below the standard that Ms D was entitled to expect.

For all these reasons it would not be fair and reasonable for me to make an award for distress and inconvenience.

my final decision

My final decision is that Barclays should pay Ms D £100 as it has already offered to do and remove the late payment information it has registered on her credit file if it has not already done so.

Joyce Gordon
ombudsman