

## **complaint**

Ms R has complained that NewDay Ltd (trading as Aqua) wrongly reported two credit searches for one credit card application, which adversely affected her credit score.

She called for Aqua to remove the record of the second search from her credit file with credit reference agencies.

## **background**

When Ms R took her complaint to Aqua, Aqua – while not accepting it was necessarily to blame for the second search record – agreed to remove it, paying Ms R £10 for inconvenience. Aqua then acknowledged there'd been a delay in the removal of the record and paid an additional £50.

When Ms R had discovered the record had still not been removed, she brought her complaint to the ombudsman service. Our adjudicator showed Aqua evidence the relevant record hadn't been removed and asked Aqua to now ensure it was removed and pay Ms R a further £100 compensation, which Aqua agreed to do.

However, there was then a further delay. The adjudicator asked Aqua to pay Ms R an additional £100 compensation. Aqua readily agreed.

At one point, Ms R pointed out that Aqua's written request to credit reference agencies for the removal of the search record included wrong address details for her, though Aqua said the substantive part of the request didn't include any errors.

Ms R reported the search record as still not having been removed. The adjudicator told Aqua, but Aqua said it was struggling to see what more it could do. Aqua asked the adjudicator to request from Ms R a copy of what her credit record was showing, but by that time the search record had disappeared from Ms R's credit file as more than 12 months had passed.

Ms R asked for more compensation to reflect the effect on her of the long delay in removing the record. The adjudicator was of the view that Aqua had already paid enough compensation.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm sorry to disappoint Ms R but I shan't be asking Aqua to do any more.

There have been three things for me to consider: (a) Aqua's degree of responsibility for what happened (b) the effect the events should reasonably have had on a customer in Ms R's position and (c) what compensation Aqua should be required to pay, taking account of (a) and (b).

Whether or not Aqua was originally responsible for the second search record being created, Aqua agreed to have it removed. There was then unquestionably a longer than reasonable period before Aqua took the necessary steps for the removal to take place. However, I'm satisfied that, after the delay, Aqua did take those steps. It wasn't as if Aqua refused to act.

In the latter stages it became unclear whether, as Aqua said, it had done all it could to secure the removal, so that any further delay was the responsibility of the agencies. I've also not found evidence in the papers available to me that the record remained in place right up until the time it lapsed anyway, after 12 months.

I accept that the existence of the record and the delay in its removal caused Ms R considerable aggravation, as it would to any person in a similar position.

On the whole I think £200 – or indeed £260 – is sufficient compensation for the aggravation Ms R suffered. In this sort of situation the ombudsman looks at the figure of compensation from an impartial perspective; in other words she or he decides if they think the figure is adequate regardless of what the parties themselves may think. I've concluded that Aqua has paid Ms R enough compensation even if Aqua was responsible for the delay in removing the search record right up until it lapsed in the ordinary course.

### **my final decision**

I uphold Ms R's complaint. I don't require NewDay Ltd (Aqua) to pay any more compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 17 February 2020.

Roger Yeomans  
**ombudsman**