

## **The complaint**

Mr D complains that Volkswagen Financial Services (UK) Limited trading as Skoda Financial Services ("VWFS") reported missed payment markers on his credit file. VWFS agreed to remove the second marker but refused to remove the first. Mr D wants the missed payment marker removed and compensation for the time he's spent trying to resolve the matter.

## **What happened**

Mr D was supplied with a car and entered into an agreement with VWFS. Monthly payments were taken by direct debit on 15<sup>th</sup> of each month.

Mr D says that he telephoned VWFS in early March 2023 and asked to change the date of his direct debit to 28<sup>th</sup> of the month. He says VWFS advised him to make a manual payment on 28 March and that future payments would be taken by direct debit on 28<sup>th</sup> of each month.

Mr D received an email from VWFS on 22 March 2023 advising him that he'd missed a payment. Mr D responded by email on 25 March and said he would make the payment by 28 March 2023.

Mr D made a manual payment on 11 April 2023.

On 12 April 2023 Mr D contacted VWFS and asked to change the direct debit date to 28<sup>th</sup>. The agent advised Mr D that it wouldn't be possible to change the date for April and said that Mr D should make a manual payment on 28 April. The agent said that late payments could affect Mr D's credit file, but he couldn't be specific about whether this would apply here.

Mr D later discovered that missed payment markers had been reported on his credit file. He complained to VWFS.

In its final response, VWFS acknowledged that Mr D had been incorrectly advised and said it would remove the adverse information which had been added to his credit file for April. VWFS said the adverse information for March would remain because Mr D had missed the payment and hadn't paid the arrears until 11 April 2023.

Mr D wasn't happy with the response and complained to this service.

I issued a provisional decision in which I partially upheld the complaint. In relation to the missed payment in March, I said I wasn't persuaded that there had been a call between Mr D and VWFS in March. This meant that Mr D was due to make a payment on 15 March 2023 and because it wasn't paid, there was no error by VWFS when it reported a missed payment marker. I said that even if there had been a call in March, Mr D's case at its highest was that he would make a payment manually on 28 March. I said that because the March payment wasn't made until 11 April, VWFS hadn't made an error when it reported the missed payment.

In relation to the customer service Mr D received, I noted that VWFS had acknowledged that its agent had provided incorrect advice about the possible impact on Mr D's credit file. I said

that I appreciated that VWFS had removed the missed payment marker for April because of the incorrect advice but I said this wasn't enough. I asked VWFS to pay compensation of £100 for the distress and inconvenience caused to Mr D.

I invited both parties to let me have any further evidence or arguments they wished to raise.

VWFS responded and said it accepted my provisional decision.

Mr D responded and said that his credit file was still inaccurate because instead of removing the missed payment marker for April, VWFS had removed the missed payment marker for March. Mr D said he disagreed with my provisional decision, but he understood how I had come to my conclusion.

### **What I've decided – and why**

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

I've taken Mr D's further comments into account. Mr D is correct when he says that the missed payment marker for March has been removed, when VWFS should've removed the missed payment marker for April. This was identified by the investigator in the first view. I agree that VWFS need to amend Mr D's credit file to reflect the missed payment with the correct date of March.

Beyond that, neither party has said anything which changes my provisional decision.

### **Putting things right**

To put things right, Volkswagen Financial Services (UK) Limited trading as Skoda Financial Services must pay compensation of £100 to Mr D. it must also amend Mr D's credit file so that the missed payment in March 2023 is reported correctly as a missed payment in March, not April.

### **My final decision**

I partially uphold the complaint. Volkswagen Financial Services (UK) Limited trading as Skoda Financial Services must pay compensation of £100 to Mr D. it must also amend Mr D's credit file so that the missed payment in March 2023 is reported correctly as a missed payment in March, not April.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 28 March 2024.

Emma Davy  
**Ombudsman**