

The complaint

Mr S complains that Topaz Finance Limited trading as Rosinca Mortgages recorded incorrect information on his credit file. As a result he said he was unable to remortgage.

What happened

Mr S has a number of buy-to-let mortgages with Rosinca. He'd agreed payment holidays on the mortgages. But Rosinca incorrectly recorded one of the mortgages as being in arrears. Mr S considers that he was unable to remortgage because of the incorrect information. He also said that Rosinca took too long to respond to his complaint and it had written to him at a wrong address.

The investigator thought Rosinca's offer of £200 was fair. He said that there were other more serious markers on his credit file that would have affected his ability to remortgage in any event. Mr S did not accept what the investigator said.

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.

It isn't in dispute that Rosinca recorded incorrect information on Mr S's credit file. Where a business has made a mistake we try and put the affected party in the position they would have been in had the mistake not occurred.

The difficulty here is that the evidence we have shows that there was other adverse information on Mr S's credit file – not just the information recorded in error by Rosinca. I am not persuaded that Mr S would have been able to remortgage but for the adverse information recorded by Rosinca. Therefore I don't consider it should compensate Mr S for any financial loss in not being able to remortgage.

I've considered the evidence Mr S provided from his broker. But I don't consider it helps his case. It merely shows that there were other pieces of adverse information on his credit file that needed to be removed before the broker would even submit an application. That is not sufficient evidence that the application had any prospect of success.

I understand that the letters Rosinca sent to the wrong address were an acknowledgment and holding letter. I'd note that I can't make a finding that there has been a breach of data protection law. But there has clearly been a breach of Mr S's confidentiality and Rosinca ought to have taken more care to write to the correct address. But we have no evidence those letters were actually opened by someone else And if they had been they contained no sensitive or financial information.

Rosinca has offered Mr S £200. I think that is a fair amount to reflect the inconvenience and worry he experienced when he discovered the incorrect information on his credit file and in sending letters to the wrong address based on what Mr S has told us and Rosinca about the impact of those matters on him. I accept that Mr S experienced a great deal of stress

because he couldn't remortgage and Rosinca contributed to that. But I think it is difficult for me to say Rosinca's error was the only reason for that stress. In the circumstances, I don't consider it needs to do any more.

I note Mr S is unhappy about the length of time it took Rosinca to respond to his complaint. But under the relevant rules, it had eight weeks to do so. So I can't say that it delayed responding to his complaint.

My final decision

Topaz Finance Limited trading as Rosinca Mortgages has made an offer of £200 to settle this complaint, that offer is still open and I consider it a fair way to resolve the complaint.

My final decision is that Topaz Finance Limited trading as Rosinca Mortgages should pay Mr S £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 November 2023.

Ken Rose
Ombudsman