

The complaint

Mrs B complains Frasers Group Financial Services Limited have unfairly marked her credit file as having a missed payment in relation to her catalogue account.

What happened

On 5 April 2023 Mrs B bought a patio set from Frasers, which she says was delivered faulty. She says she was told she didn't need to make payment for this, so didn't – but Frasers then marked a missed payment on her credit file, so she complained.

Frasers accepted the dispute over the balance was never marked on her account, which they said sorry for and would remove the missed payment. This was 26 July 2023.

Mrs B contacted us in August 2023, saying the missed payment marker hadn't been removed yet.

One of our Investigators considered things, and said the missed payment marker should be removed, though he'd seen evidence Frasers had asked for that – and they should pay £100 compensation.

Mrs B accepted this, but Frasers didn't. In response they said the missed payment was from the 26 March 2023 statement – which was before Mrs B had ordered the patio set. They said she was told in a phone call on 19 April 2023 she didn't need to make any payment towards the patio set, but the missed payment had been reported correctly.

Our Investigator asked Frasers to provide a copy of the phone call – and they said they couldn't, explaining the phone call was held by another entity which they were in the process of separating their business from. They said they couldn't confirm what was said to Mrs B, which might be why her case was originally upheld. Frasers also made reference to a £50 compensation payment being for this issue – but then later on said it was before Mrs B had made her complaint about the missed payment marker on her credit file.

Our Investigator didn't change his view, so the complaint's been passed to me to decide.

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's clear from the information provided by Frasers the separation of the financial services side and the retail side is having an impact on the evidence they can provide. But ultimately, I can only decide cases based on the evidence given to our service.

Mrs B says she was told she didn't have to make any payment towards the current balance – and Frasers can't dispute that as they don't have the evidence to do so.

I've also noted Frasers have given what I consider to be inconsistent statements. In their complaint response they've upheld her case. In later responses they've said both that Mrs B was told she didn't have to pay towards the disputed item (meaning she still had to pay towards the balance) and that they couldn't confirm what Mrs B was told. They also referenced a £50 compensation payment as being made towards this complaint, but then after our Investigator challenged this, said the payment was made before Mrs B had made this complaint.

I've no evidence to dispute what Mrs B has said. And it's entirely believable to me that Mrs B could have been misadvised. In the circumstances I'm satisfied it's appropriate for the missed payment marker to be removed, and for Mrs B to be paid £100 compensation for the frustration she's experienced.

For Mrs B's benefit, she should know it can often take around a month for someone's credit file to be updated – I can't see Frasers let her know that. So, at this point, I'd expect the marker to have been removed, but just in case, I'll include the removal of it below anyway.

My final decision

I uphold this complaint and require Frasers Group Financial Services Limited to:

- Remove the missed payment marker applied in April / May 2023 – if they haven't already
- Pay Mrs B £100 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 26 March 2024.

Jon Pearce
Ombudsman