

The complaint

Mrs M complains about the different dates Sainsbury's Bank Plc use when producing her credit card account statements.

What happened

I issued a provisional decision on this matter last month, part of which is copied below:

"Mrs M has a credit card account with Sainsbury's. She opted to have her statements produced on the 7th of each month. In 2019 she noted that occasionally the statement was produced on the 8th of the month. When she asked why, Sainsbury's said that if the 7th falls on a weekend or bank holiday, the statement is produced the following day. It also said the statement would show all transactions from the 7th of the previous month to the 6th of the current month, even if her statement is produced on the 8th due to it being a weekend or bank holiday.

When Mrs M received her May 2023 statement on the 8th of the month, she complained. She said her banking app said it would be produced on the 7th but it was not. She said the dates given by Sainsbury's are inaccurate and she can't rely on them to help her financial budgeting. Sainsbury's said there had been no banking error and didn't uphold her complaint.

Our investigator didn't think Sainsbury's had done anything wrong. She thought it was fair to say that Mrs M was aware that the statement date would change if the 7th fell on a weekend or bank holiday, and she could make allowances for that. She was satisfied Sainsbury's had treated Mrs M fairly and reasonably by explaining how the statement dates work.

Mrs M remained unhappy and so her complaint has been passed to me to make a final decision.

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.

Mrs M says Sainsbury's online banking app notifies her what date her monthly credit card statement will be produced. And she uses this to determine when to stop spending on her account to ensure she has enough funds to cover the payment due. In May 2023 her app told her she would get her statement on the 7th of the month. But her statement wasn't produced until the 8th. She said this meant that her statement included some transactions she made on the 8th that she hadn't budgeted for.

When Sainsbury's responded to Mrs M's questions about statement dates in 2019 it told her that each statement only included transactions made between the 7th of the previous month to the 6th day of the current month. But Mrs M pointed out that her May 2023 statement included transactions dated the 8th of that month so Sainsbury's must have got that wrong.

So, what is the true situation here. Sainsbury's believes its agent got things wrong in 2019. It clarified that Mrs M's statements are produced at midnight at the end of the 7th day. This means that any transactions that have cleared to the account when the statement is produced will be included in that statement. So, it could include transactions made on the 7th day, not the 6th day as Sainsbury's said in 2019.

If the 7th day falls on a Sunday, then the statement will be produced at midnight at the end of the 8th day. And if any transactions clear the account on the 8th, they will be included in that statement. Sainsbury's also said that transactions normally take a few days to clear but if a transaction is quick to clear then some transactions made on the 8th might also be included in the statement on that date.

What does that mean for Mrs M? It means she needs to be aware of months where the 7th falls on a Sunday as her statement might include transactions she makes on the 8th. And if she wants to pay her entire credit card balance that month, she will need to budget for that eventuality.

Has Sainsbury's done anything wrong here? I should start by saying my role is limited to deciding whether or not it's treated Mrs M fairly and reasonably in all the circumstances. How Sainsbury's chooses when and how to issue statements to its customers is rightly a business decision for it to make. The terms and conditions of Mrs M's account simply say it will give her a statement each month showing the minimum payment she'll need to pay that month. There's no mention of the actual dates the statements will be produced or that the dates must be the same every month. Sainsbury's has also explained to Mrs M on several occasions that the statement date will be different if the 7th falls on a weekend or bank holiday. So, I don't think Sainsbury's has treated Mrs M unfairly in the way it's provided her monthly statements.

But I don't think Sainsbury's has explained the situation very well. It told Mrs M in 2019 that the statement would only include transactions made up to the 6th of the month. Sainsbury's accept that was wrong. It was also unclear about whether transactions Mrs M made on the 8th day would be included in those statements produced on that 8th day. It's now confirmed they would be.

So, this has caused confusion and no doubt a certain amount of frustration and distress for Mrs M and I think Sainsbury's should do something more to acknowledge that. I think a payment of £150 to acknowledge the upset caused would be a fair and reasonable way of resolving this matter.

My provisional decision

For the reasons given above, my provisional decision is that Sainsbury's Bank Plc should pay Mrs M £150 for the distress and inconvenience caused by its poor service."

Responses to my provisional decision

Sainsbury's accepted my decision. Mrs M welcomed my findings but said the date shown on her banking app couldn't be relied upon to be accurate. She asked if Sainsbury's should be required to make changes to its app to ensure the dates on the app are correct. I put this to Sainsbury's and enclosed a screenshot Mrs M had given us which showed that her June 2023 statement was due on 8 June 2023. I asked Sainsbury's why Mrs M's app sometimes said her statement was due on the 7th of the month and sometimes on the 8th. That will sometimes be because the 7th falls on a weekend. But that doesn't explain why her app said her June statement was due on 8 June 2023, as the 7th was a Wednesday.

In reply, Sainsbury's said Mrs M's May 2023 statement was generated on 8 May 2023 because 7 May 2023 was a Sunday. It said the app recognised the previous month's behaviour and populated this information for June 2023 as well. Sainsbury's recognised this had caused confusion but noted that the information was there to assist its customers. It said the app had been changed and it now only provides the payment due date and not the statement generation date. It also said the app prompts its customers to log in online to view the full statements, which would remove any confusion for Mrs M in the future.

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 hope Mrs M finds the further information provided by Sainsbury's helpful. I've thought about whether I should change or amend my provisional decision in light of this new information but, on balance, I don't think I should. Sainsbury's could and should have provided more clarity around the dates of Mrs M's statements when she first asked. It didn't do that, and that caused a certain amount of confusion and upset for Mrs M, as I've set out above. Sainsbury's should take responsibility and do something to acknowledge that, and I think a payment of £150 is a fair and reasonable way of resolving this matter in all the circumstances.

My final decision

For the reasons given above, my final decision is that Sainsbury's Bank Plc should pay Mrs M £150 for the distress and inconvenience caused by its poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 5 December 2023.

Richard Walker
Ombudsman