

## **The complaint**

Mr C complains that John Lewis Financial Services Limited ("JLFS") has recorded adverse information on his credit file.

## **What happened**

Mr C held a credit card account with JLFS. In October 2022, JLFS notified Mr C that his card would stop working at the end of the month as they were moving accounts over to a new card provider.

On 4 November 2022, Mr C paid £1,018.98 which was the balance due on the account as shown on the account statement dated 14 October 2022. Mr C thought this would completely repay what he had borrowed on the card. However, JLFS contacted Mr C in December 2022 saying that he owed £414.79.

Mr C told JLFS that he didn't receive a statement showing that he still needed to pay anything further. JLFS said they sent a statement to him on 14 November 2022 and would send him a copy of the statement in the post, but Mr C says he didn't receive this so couldn't look at the breakdown of what JLFS says he owed. JLFS then sent further copies over the course of the next couple of months, but Mr C says he didn't receive these either. He also said that his access to online banking had been withdrawn so he couldn't check what JLFS said he owed.

JLFS agreed to remove the late fee and interest they had levied on the balance and Mr C paid what was owed in April 2023. However, JLFS didn't agree to remove the missed payment markers that were recorded on Mr C's credit file.

Mr C complained to JLFS, but they didn't agree they'd done anything wrong. So, he referred the matter to us. Our investigator didn't recommend that the complaint should be upheld.

Mr C didn't agree and asked for an ombudsman's 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.

It's not disputed by Mr C that he owed JLFS the outstanding account balance of £414.79. The issue here is whether JLFS took reasonable steps to let him know this was still owed.

I agree with Mr C that it was entirely reasonable for him to have received notification of what was owed and when he needed to pay this. That, to me, is one of the main reasons why account statements are produced each month. So, I don't necessarily agree with our investigator that Mr C would have automatically known what he'd spent and what was still owed.

I understand that Mr C set his preference to receive paperless statements, which essentially

meant that he would access these online, through JLFS's app or their website.

Mr C says he couldn't access anything online after his card was prevented from further spending following the migration of accounts to the new card provider. I've seen a screenshot from JLFS though that suggests that Mr C's online access has never been restricted or blocked. I appreciate that Mr C doesn't agree with this. But I haven't been sufficiently persuaded otherwise. This means that Mr C would have had access to the statement in question.

I realise that Mr C says he didn't receive a paper copy of the statement. JLFS's records show though that they did send copies of this to him and, as our investigator has noted, they can't be held responsible for any problems with the postal system that may have prevented this from being delivered to Mr C. I do take Mr C's point that JLFS could have suggested something other than just re-sending paper copies when he was telling them he wasn't receiving these. However, JLFS were I think still entitled to believe that he would receive the statement in question, so I don't think they acted unreasonably by continuing to send this by post. And it seems from looking at JLFS's account notes that they offered to explain to Mr C the transactions he'd made so he would know why there was a balance still owing.

I have no doubt that Mr C simply wanted to know what transactions he'd made so he could cross-reference that with the balance JLFS was asking him to pay. But I don't think JLFS acted unreasonably in how they tried to address this. So, I won't be directing them to instruct the relevant credit reference agencies to remove any missed payment records shown on Mr C's credit file that relates to this issue. That's because the information isn't in my view inaccurate or something that resulted from JLFS acting unfairly.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 29 March 2024.

Daniel Picken  
**Ombudsman**