

## **The complaint**

Mrs S complains that Sainsburys Bank Plc reported a late payment marker on her credit file even though she made her payment within the timescale requested.

## **What happened**

Mrs S contacted Sainsburys on 2 December 2023 and advised that she couldn't meet her contractual monthly payment which was due on 4 December 2023. Sainsburys placed a 30-day breathing space on the account. It advised Mrs S that the account would fall into arrears but that there would be no impact on her credit file provided that the contractual minimum monthly payment cleared her account before the last working day of the month.

Mrs S made a payment of £544.69 on 2 January 2024 which brought the account up to date.

Mrs S contacted Sainsburys again on 23 February 2024. She was unhappy that a late payment marker was reporting on her credit file and said she wasn't expecting this as she'd made her payment within 30 days.

Sainsburys issued a final response on 15 March 2024. It said it was unable to remove the late payment marker as this had been reported correctly. Sainsburys acknowledged that it had provided incorrect advice to Mrs S when it told her that the call recording for the call dated 2 December 2023 wasn't available. To apologise for this, Sainsburys credited the account with £40.

Mrs S remained unhappy and brought her complaint to this service. She said she was advised by Sainsburys when she called on 2 December 2023 that there would be no impact on her credit file if she made her payment within 30 days. Mrs S said that Sainsburys had confused matters by referring to both 30 days and the end of the month and hadn't clearly identified to her which timescale she should comply with.

Our investigator didn't uphold the complaint. She said that having listened to the call dated 2 December 2023 she was satisfied that Sainsburys had made Mrs S aware that to avoid any impact to her credit file the payment needed to clear before the last working day of the month.

Mrs S didn't agree. She said she hadn't been advised that she needed to pay by the end of the month. She said she had been told 30 days and the end of the month was only briefly mentioned right at the end of the call. Mrs S also said she hadn't received the £40 compensation.

## **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 listened to the call dated 2 December 2023. During the call, Mrs S explained that she wouldn't be able to make her contractual minimum monthly payment due to an error with a

cost of living payment from her employer. The adviser explained that breathing space would be applied to the account for a 30-day period, so that no fees or charges were applied to the account. The adviser told Mrs S that because the contractual minimum monthly payment wasn't going to be paid on the due date, the account would fall into arrears, but that this wouldn't impact Mrs S's credit file so long as the payment was made before the end of the month. The agent said *"just to make you aware, the payment on the 4<sup>th</sup> will fall into arrears however it won't impact your credit file as long as it's made before the end of the month, as long as its cleared before the last working day of the month then it won't have an impact on your credit file"*

Mrs S has said that she wasn't told that her payment needed to be made by the end of the month. Having listened to the call, I'm unable to agree with Mrs S. I think the agent was clear that the payment needed to be made by the end of the month.

I can see that Mrs S didn't make her payment by the end of the month. Therefore, I'm satisfied that the late payment has been correctly reported.

Mrs S has said that she was told that she had 30 day to make the payment. I haven't heard anything on the call to support this. The 30-day period related to the breathing space applied to the account, which meant that no fees or charges would be applied for a period of 30 days.

Sainsburys previously advised Mrs S that it wasn't possible for her to obtain the call recording. This was incorrect advice. Mrs S has since received a copy of the call. Sainsburys has offered compensation of £40 for the incorrect advice which I'm satisfied is a fair and reasonable amount. Mrs S says that she hadn't received this, but I can see from her statements that the £40 was credited to her account on 18 March 2024. In the circumstances, I won't be asking Sainsburys to do anything further.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 11 October 2024.

Emma Davy  
**Ombudsman**