

## **The complaint**

Mr P has complained Sky UK Limited placed late payment markers on his credit record whilst he doesn't believe these were late payments.

## **What happened**

Mr P is upset that late payment markers have been added to his credit record. These relate to payments that weren't collected by Sky during the first presentation of those direct debits.

Mr P believes that if direct debit collections are re-presented successfully, they shouldn't attract late payment markers. Sky says they've recorded these in accordance with their terms and conditions.

Mr P brought his complaint to the ombudsman service.

Our investigator considered evidence Mr P submitted from credit reference agencies and his argument that he'd not made late payments. However, based on what she'd seen, she didn't think Sky had done anything wrong.

Mr P objected to this outcome and has asked an ombudsman to make a decision on his complaint.

## **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.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

I've seen the evidence Sky submitted which confirms that Mr P changed his payment date twice over a few months. In September 2023, he changed this from 9<sup>th</sup> of the month to 28<sup>th</sup> of the month.

Mr P's Sky direct debit was due to be collected on 28 October 2023. This date fell on a Saturday. Direct debits are only processed Monday to Friday. Generally, any direct debit would then fall on the next business day – therefore Monday 30 October. This is when Sky tried to collect the direct debit payment for £108.11. This was returned unpaid to Sky on 31 October in line with the industry timing for direct debit returns.

Sky re-submitted the direct debit in line with the timescale for re-presentment. This was successfully paid on 8 November 2023.

I know Mr P believes that re-submitted direct debits then successfully repaid shouldn't be shown as late payments. I'm not sure why he believes this is the case. Most payments for credit agreements are collected by direct debit and based on my knowledge of these, I don't believe this is what generally happens.

Most credit agreements – as does Mr P's agreement with Sky – specify a timescale when

the credit provider considers a customer in breach of their agreement for non-payment. Sky states this is seven days. Mr P paid his October direct debit eight days after it was first going to be collected.

I've looked at the rules of the Direct Debiting Scheme. There's nothing there which requires originating companies – as Sky is in this arrangement – to treat unpaid direct debits any differently than I'd generally expect.

I don't think Sky did anything wrong in adding a late payment marker to his record.

I can see that in January 2024 Mr P made further changes to the collection date of his direct debit from the 28<sup>th</sup> of the month to the 5<sup>th</sup>. This would follow based on Mr P's own evidence to our service showing he was unable to make the direct debit payments submitted on the 28<sup>th</sup>.

I appreciate the strength of Mr P's feelings on this issue. But I believe Sky is able to lodge late payment markers, as they did after the failure of his direct debit payment in October 2023.

### **My final decision**

For the reasons given, my final decision is not to uphold Mr P's complaint against Sky UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 11 April 2025.

Sandra Quinn  
**Ombudsman**