

The complaint

Ms W complains that Santander UK Plc (Santander) were unreasonable to report a missed payment to her credit file.

What happened

Ms W missed a payment towards her credit card bill in November 2024.

Ms W says there were mitigating circumstances, she'd put a new direct debit in place, but it was still being set up when the payment was due, and she made the payment as soon as she was told it was missed. Ms W explained that it was only ten days late and she didn't think Santander had been reasonable to refuse to remove it. She said they hadn't been sympathetic when she told them her partner had passed away.

When Ms W referred her complaint to this service our investigator didn't think there was cause to uphold it but as Ms W remained unhappy her complaint has been forwarded to me, an ombudsman, to make a decision.

What I've decided – and (Santander)

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I know it will disappoint Ms W, but I'm not upholding this complaint. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Santander have an obligation to make accurate reports to the Credit Reference Agencies (CRA's).

The terms of Ms W's credit card agreement explained that they would do so if a payment was missed and that a charge for late payment may be applied.

There's no dispute that a payment was missed but Ms W says there were mitigating circumstances that Santander should have taken into account and that should have led them to reverse their decision.

Santander weren't obliged to remind Ms W that her direct debit had been cancelled and to ask her how future payments would be made and, regardless, it doesn't seem like Ms W needed a reminder as she's explained she had already set up an alternative direct debit.

Ms W has explained that most firms don't report missed payments when payment is only ten days late, but I can't say it is unfair for Santander to do that. The terms of the agreement said, *"If you don't pay on time or you miss payments, [...] We can give information about you and how you've managed your account to the licensed credit reference agencies"*.

I was very sorry to hear that Ms W's partner had passed away and I can't begin to understand how difficult that must have been for her. But I can't see that it was a reason given to Santander for the payment being late. It appears that the payment was missed because the direct debit was still being processed and, in those circumstances, I don't think they were asked to, or needed to take Ms W's bereavement into account.

I understand that Ms W may feel she was targeted by Santander after she was repeatedly told on a call about being in persistent debt, but I can reassure her that Santander were obliged to discuss that with her, and I can't say that the conversation she had with Santander's agent was inappropriate or rude. They needed to make Ms W aware that she had paid more in interest, fees, and charges than she was paying off her credit card balance.

It's for those reasons that I don't think Santander have been unreasonable and that I'm not asking them to take any action.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 8 May 2025.

Phillip McMahon
Ombudsman