

## The complaint

Miss F complains MBNA Limited is incorrectly reporting two missed payments to credit reference agencies.

## What happened

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my 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.

Having considered everything, I've reached the same conclusions as our Investigator, for these reasons:

- In June 2024, Miss F called MBNA to let them know she was struggling to make the repayments towards her credit card. After going through her income and expenditure, Miss F opted to enter a deferred account closure agreement because it meant interest and charges would no longer be added to her outstanding balance. This involved Miss F being able to make payments that were lower than her contractual repayments and her account being defaulted.
- During the call in which the deferred account closure was discussed, MBNA's adviser explained on several occasions that Miss F's credit file would be impacted. However, when explaining this, I noted this explanation focused on the impact of the default – so I can understand why Miss F came away from that call thinking the main impact would come from the default. But I have also seen that on the same day Miss F spoke with MBNA, they sent her a letter that said her credit score could be affected because “*banks share customer's borrowing and payment histories with Credit Reference Agencies (CRAs).*” Given the information shared with Miss F in the call and the June 2024 letter, I'm satisfied MBNA made her aware of what would be reported to CRAs.
- It's not disputed the payments MBNA agreed to were lower than Miss F's contractual repayments – nor is it disputed they were made on time. But banks, like MBNA, are expected to share timely and accurate information with CRAs. And when it comes to payment history on a customer's credit file, it is referring to the contractual repayments. Therefore, I can't agree MBNA would be reporting accurate information if they said her contractual repayments were made on time.
- Miss F called MBNA in October 2024 after she noticed missed payments on her credit file. MBNA has accepted the adviser Miss F spoke to incorrectly assured her these missed payments markers could be removed. And in recognition of the distress and inconvenience this mistake caused Miss F, they sent her a cheque for £150. But

Miss F doesn't think this award goes far enough as the missed payment markers made remortgaging more difficult and expensive for her.

- I've explained above that I'm satisfied MBNA shared enough information with Miss F (when setting up the deferred account closure) to let her know how her credit file might be affected. And I consider they're reporting accurate information to CRAs. Therefore, I don't consider it would be fair or reasonable to ask MBNA to remove the late payment markers. Because of this, Miss F was always going to experience the difficulties she did when remortgaging, given the agreement she entered into with MBNA. However, MBNA's customer service fell short when Miss F was incorrectly led to believe the late payment markers would be removed. This would have caused her understandable disappointment when she realised that wasn't the case, and I think MBNA's award is fair in recognising that. As such, I don't consider they need to increase their award. If Miss F hasn't cashed the cheque MBNA sent to her, she should reach out to them if she's now happy to accept their offer.

For the reasons above, I'm satisfied MBNA's offer is fair.

### **My final decision**

My final decision is that I'm upholding Miss F's complaint about MBNA Limited.

MBNA Limited has already made an offer to pay £150 to settle this complaint and I think this offer is fair in all the circumstances.

So, MBNA should pay £150 if Miss F now accepts this offer and hasn't cashed the cheque sent to her in October 2024.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 23 July 2025.

Sarrah Turay  
**Ombudsman**