

The complaint

Mr S complains that American Express Services Europe Limited trading as American Express ('AESEL') failed to send him a notification that his credit card statement was ready to view and this caused a late payment.

Mr S is unhappy AESEL placed a late payment marker on his credit file and haven't removed this as agreed. Mr S wants his credit file amending.

What happened

Mr S paid his November 2024 credit card balance late, on 7 December 2024, and his credit file was impacted.

When Mr S complained AESEL accepted they'd not sent a statement notification, and they refunded the late payment fee and interest they'd applied. AESEL's final response letter said they'd request Mr S's credit file be amended, but when this didn't happen Mr S raised a further complaint. AESEL said they'd requested the removal but their credit reporting team had declined to do this, as the late payment had been reported to the Credit Reference Agencies ('CRAs') in line with their obligations.

Mr S didn't feel like he'd been treated well and referred his complaint to the Financial Ombudsman Service. Our investigator noted the responsibilities of both parties and concluded that AESEL had not treated Mr S unfairly, and had acted in line with their reporting obligations.

Mr S said his longstanding pattern of financial diligence had been ignored in favour of rigid protocol and he'd not received sufficient notice a payment was due. Mr S wanted more weight to be placed on what was fair in the circumstances, and said his financial standing was impaired due to AESEL's mistake.

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 taken into account any relevant law and regulations, the regulator's rules, guidance and standards, codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

Having done so I have decided not to uphold Mr S's complaint, for broadly the same reasons as our investigator. I'll explain why.

Mr S says he was told unequivocally the late payment marker would be removed from his credit file, but AESEL subsequently declined to do this. AESEL's final response letter says they'd make a request for the marker to be removed, which I can see was actioned. So I don't think Mr S was misled here although I understand he's disappointed with AESEL's stance.

The Information Commissioner's Office ('ICO') gives guidance that firms should report arrears at the "*earliest reasonable opportunity*." The ICO's guidance goes on to say that it expects firms to provide monthly updates to the CRAs in relation to the accounts their customers hold.

The ICO's guidance says, "*if you do not make your regular expected payment by the agreed time and/or for the agreed amount according to your terms and conditions, the account may be reported to the CRAs as being in arrears.*"

The ICO also says "*data that is reported on your credit file must be fair, accurate, consistent, complete and up to date.*"

Although Mr S had an unblemished record, I don't think that's a reasonable basis upon which to say it's unfair to record a late payment marker. I think the fairness of the marker flows from whether Mr S had a chance to avoid it, so that's what I've considered.

Mr S acknowledges his terms and conditions place him under an obligation to pay his credit card balance. These terms warned Mr S that the way he managed his account would impact his credit file.

It's accepted that Mr S had an excellent record of maintaining his account with AESEL. I think Mr S was very likely aware from his own previous conduct of making manual payments to his account that he needed to action his account monthly, to avoid negative impact on his credit file.

Mr S didn't receive a notification that his November 2024 statement was ready to view but this didn't mean the statement wasn't generated. Mr S had access to this statement in his banking app. I appreciate it's handy to get a reminder that a statement's ready to view, but I can't fairly say it's AESEL's responsibility to remind Mr S to keep to his contractual obligations.

Mr S received a missed payment notification from AESEL that he thought was suspicious. I don't think I need to assess whether or not this looked like a phish or a scam, because in my view the receipt of this notification was sufficient to alert Mr S that he might need to check his account.

Mr S didn't take any action on his account until 7 December 2024, so his payment was 9 days late. I was pleased to see that when AESEL discussed this with Mr S, they suggested he set up a direct debit to avoid missing a payment in future.

Bringing everything together, I don't think AESEL's failure to send a helpful notification about a statement being ready to view meant Mr S was prevented from accessing his statement, or that he was excused from making a payment on time.

In those circumstances I don't think it was unfair or unreasonable for AESEL to report Mr S's late payment to the CRAs, and I haven't found cause to direct any changes to Mr S's credit file. I am sorry to disappoint Mr S but I think AESEL's reporting meets the ICO's expectation of being "*fair, accurate, consistent, complete and up to date.*"

I know this won't be the outcome Mr S was hoping for and he's worried about the impact to his financial standing. A single late payment marker does become less significant over time. It may help Mr S to know he can place a notice of correction on his credit file to give context to this entry. To do this, he would need to contact each of the main CRAs.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 September 2025.

Clare Burgess-Cade
Ombudsman