

The complaint

Miss M is unhappy that Creation Consumer Finance Ltd have reported a missed payment to her credit file.

What happened

Miss M had a credit agreement with Creation on which she was making payment of £70.34 per month by direct debit on the 12th of each month, or the next working day. In April 2025, the 12th of April was a Saturday. This meant that Creation applied for the direct debit on Monday 14 April. However, that direct debit was returned unpaid, and when Creation tried to take the direct debit again on 23 April that attempt was also unsuccessful. This meant that Miss M didn't make a payment to the account in the month of April, and Creation reported a missed payment to Miss M's credit file as a result.

Miss M wasn't happy about this, or that Creation hadn't sent her a missed payment notification when the direct debit hadn't been successful, and she raised a complaint. Creation responded to Miss M but didn't feel that they'd done anything wrong in how they'd administered Miss M's account or reporting the missed payment. Miss M didn't agree, so she referred her complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Creation had acted unfairly and so they didn't uphold the complaint. Miss M remained dissatisfied, so the matter was escalated to an ombudsman for a final 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.

Like all credit providers, Creation have an obligation to report factual information to the credit reference agencies ("CRA"). In this instance, Miss M didn't make a payment to Creation in April, and so it is factual for Creation to have reported a missed payment for that month. However, Miss M claims that Creation should bear some responsibility for Miss M not making a payment in April, such that it isn't fair for a missed payment marker to be recorded against her.

Upon consideration, I'm not persuaded by Miss M's argument here. Ultimately, as the account holder, it was Miss M's responsibility to have monitored the account and to have ensured that the payment was made. And Miss M could have seen that the payment hadn't been made by either reviewing her Creation account or by reviewing the account from which the payment to Creation was set to be made but wasn't.

Miss M has said that she didn't receive any notification from Creation that her direct debit payment hadn't been successful. However, Creation have demonstrated to my satisfaction that they sent letters to Miss M when both their initial direct debit attempt failed on 16 April and also when the reattempt failed on 28 April. Creation have also confirmed that those letters were sent to Miss M's correct address – the address that Miss M has provided to this

service as being her own.

Of course, it doesn't necessarily follow that Miss M received those letters. But if those letters weren't received by Miss M at her address, that wouldn't be something that I would hold Creation accountable for. This is because the delivery of mail is undertaken by a postal service over which Creation have no direct control. I also note that in her complaint to Creation, Miss M explained that she was away from her home from 21 April until 5 May, which may have been a contributing factor here. And if Miss M didn't receive the letters that Creation sent, this doesn't affect Miss M's responsibility to have monitored her Creation account and to have made sure that the contractually required payments were being made.

Miss M has raised several further points of complaint in her submissions to this service. However, this service can only consider points of complaint that have been previously referred to the respondent business directly, such that the business has had a formal opportunity to consider and respond to those points. But these further points of complaint haven't been referred by Miss M to Creation directly in this instance. Instead, Miss M's complaint to Creation, which they have had an opportunity to consider and formally respond to, was regarding the points I've addressed above.

I can therefore only refer Miss M to Creation to refer her additional points of complaint to them, so that Creation have a formal opportunity to respond to those points. After Creation have had such an opportunity, it may be the case that Miss M can refer those points of complaint to this service, should she still wish to do so at that time. However, I can confirm that I'm satisfied that none of those additional points have any bearing on my decision here, meaning that if they were upheld in Miss M's favour, it wouldn't impact the missed payment marker that Creation are reporting to the CRAs.

All of which means that I won't be upholding this complaint or instructing Creation to take any further or alternative action here. This is because Miss M didn't make a payment to Creation in April 2025 and because I don't accept Miss M's argument that Creation themselves should bear some responsibility or accountability for that. I hope that Miss M will understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 30 December 2025.

Paul Cooper
Ombudsman