

The complaint

Mr J is unhappy that Zopa Bank Limited, trading as Zopa, consider him to have missed a payment and reported it as such to the credit reference agencies.

What happened

Mr J has a personal loan with Zopa, the original terms of which include that Mr J must make 30 monthly payments of £138.03 by the 1st of each month. In late 2024, Mr J experienced some difficult personal circumstances which meant that he missed the December 2024 and January 2025, such that his loan fell two months into arrears.

Mr J's loan remained two months in arrears until June 2025, when Mr J didn't make the payment scheduled for 1 June. This meant that Mr J's loan fell three months into arrears, which prompted Zopa to issue a default notice to Mr J. Mr J wasn't happy about this, especially as he'd contacted Zopa not long after 1 June and rearranged his payment date for the 15th of each month, meaning that Zopa had received a payment in June. So, he raised a complaint.

Zopa responded to Mr J but confirmed that they considered Mr J to have missed the 1 June payment and his account to be three payments in arrears. Mr J wasn't satisfied with Zopa's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Zopa had acted unfairly by consider Mr J to have made his June payment late. Mr J 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.

In his submissions to this service, Mr J has said that he feels that because Zopa required a payment in June, and because he made a payment in June, then he shouldn't be considered to have missed a payment.

Unfortunately, Mr J's position here is based on an incorrect premise. Specifically, it isn't the case that Zopa required a payment in June, i.e. anytime in June. Instead, the terms of the loan agreement required Mr J to make a payment no later than 1 June. And, ultimately, Mr J didn't do that. As such, I'm satisfied that it is fair for Zopa to consider him to have missed the 1 June payment and fallen three months into arrears.

Mr J may point out that he contacted Zopa on 6 June and explained that he had a new job which paid him on a different date and that he reset his monthly payment date to the 15th of each month as a result. And Mr J may also point out that he then made a payment on 15 June, having rearranged the loan payments for that date.

But while it is possible to move a payment date, for instance from the 1st to the 15th, it's only

possible to move a payment forwards. This means that the payment Mr J made on 15 June was the payment that was originally scheduled for 1 July. This is confirmed by the fact that Mr J's payment on 15 June was slightly reduced (£123.30 instead of £138.03) as the interest accrual for that payment was only 15 days instead of 30 days, having been brought forwards from 1 July.

That payments can only be brought forwards and can't be pushed back seems reasonable to me, as this ensures that a loan account holder meets their commitment to make monthly payments. And if Zopa had allowed Mr J to push his 1 June payment back, rather than bringing his 1 July payment forwards, this would have meant that Mr J hadn't made a payment for approximately six weeks (1 May to 15 June) and so would not have met his commitment to make monthly payments.

Furthermore, I feel that if Mr J had known that he wasn't going to make the 1 June payment, and wanted to change the payment date, that it was incumbent on him to have contacted Zopa before the 1 June payment was missed. Mr J didn't do this, but if he had Zopa could have confirmed to him that if Mr J wanted to change his payment date to the 15th he would be required to make payments on 1 June and 15 June – with that later payment being brought forwards from 1 July.

Mr J is also unhappy as he feels that, since he missed the first payment in December 2024, Zopa haven't been helpful or supportive to him, including that they didn't agree to his request to restructure the loan agreement to incorporate the arrears into the remaining loan payments. But Zopa are under no obligation to amend the terms of the loan agreement, which as mentioned previously, Mr J agreed and consented to when he took the loan. As such, while I can understand, given the events of late 2024, why Mr J fell behind on the loan, I feel that the onus was on him to have made additional payments to clear the arrears that had accrued on his account and recover the position of the loan.

Finally, I'm not persuaded by Mr J's argument that Zopa haven't tried to support him. This is because Zopa have demonstrated to my satisfaction that they've sent over twenty emails to Mr J asking him to contact them to discuss the arrears on his account. Had Mr J engaged with Zopa, either in response to these emails or of his own accord, then Zopa could have discussed arrears repayment options with him. And while I appreciate that Mr J have a preferred way of clearing the arrears that Zopa aren't offering to him, I'm satisfied that having broken the repayment terms of the loan, that it's for Mr J to meet Zopa's requirements in this regard, rather than vice versa.

All of which means that I won't be upholding this complaint or instructing Zopa to take any form of action here. This is because I feel it's fair that Zopa do consider Mr J's loan to be three months in arrears. I'm also satisfied that Zopa have tried to engage with Mr J about his loan arrears, and I feel that the onus is on Mr J to arrange repayment of the arrears in line with Zopa's requirements. I hope that Mr J 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 Mr J to accept or reject my decision before 20 March 2026.

Paul Cooper
Ombudsman