

## **The complaint**

Mr F complains Marks and Spencer Financial Services Plc trading as M&S Bank recorded adverse information on his credit file.

## **What happened**

Mr F holds a credit card account with M&S Bank. In July 2025, Mr F was six days late in making his monthly contractual payment to his credit card balance.

Mr F says he made the payment as soon as he was aware it was outstanding. He then contacted M&S Bank, which agreed to waive the £12 late payment charge and said the late payment may not affect his credit file but couldn't guarantee this.

Following this, Mr F became aware M&S Bank had recorded his July 2025 payment as having been made late to credit reference agencies (CRAs). Mr F consequently complained.

M&S Bank apologised if its advisor had led Mr F to believe no late payment marker would be recorded on his credit file but said the advisor had said they couldn't say for certain. As the payment wasn't made on time, M&S Bank doesn't agree it's done anything wrong in recording a late payment to CRAs.

Unhappy with M&S Bank's response, Mr F referred his concerns to the Financial Ombudsman. In providing its submission to our Service, M&S Bank made an offer of £75 to recognise it could have better managed Mr F's expectations when he queried the July payment. Our Investigator considered this a fair offer, as he found M&S Bank had reported accurate information to the CRAs, so didn't think it needed to amend this.

Mr F disagreed with our Investigator's opinion, he said M&S Bank hadn't notified him the payment was outstanding, before a late payment marker was recorded.

As the matter wasn't resolved, the complaint has been passed to me to decide.

## **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 given consideration to the relevant rules and regulations applicable to this complaint and while I may not comment on everything (only what I consider is key) this is not meant as a discourtesy to either party, rather reflects the informal nature of our service.

All parties accept that Mr F's July 2025 payment towards his outstanding credit card balance was made late. Mr F has also confirmed that he was aware the payment was due, as he's explained he thought it had been processed and only became aware when he received an automated message from M&S Bank six days after the payment due date.

So, on this basis, I don't find the information M&S Bank has reported to CRAs is unreasonable. While Mr F looked to bring the account up to date as soon as he was made aware the payment hadn't been made, it's true that the payment was made late, so M&S Bank has recorded an accurate reflection of Mr F's payment history.

I appreciate Mr F's concerns about the impact this may have, such as other lenders reducing the amount of credit they're willing to extend, however M&S Bank has no control over how other creditors may interpret credit data – rather its duty is to report accurate information, which I've found it has.

I note Mr F's comments that M&S Bank didn't notify him of the missed payment until it had already recorded the payment as being late to the CRAs and had his payment been due earlier in the month, he may have had longer to make up the payment, before it was recorded as being late. I've taken these points on board, however, I'm limited to considering the circumstances as they occurred, which is to say Mr F was late in making his contractual payment and this is what M&S Bank reported to the CRAs, so I don't then find it's made an error.

I appreciate Mr F's comments that M&S Bank's actions of recording the late payment are harsh as he bought the account up to date a few days after the payment was due. However, the fact remains the information M&S Bank has recorded to CRAs is correct. Therefore, I don't then find that it must remove or amend this.

M&S Bank offered £75 to apologise for its advisor's explanation on whether the payment would be recorded as having been made late. In this discussion the advisor said as Mr F made the payment shortly after the due date, it may not be recorded as late, but they couldn't guarantee this. I appreciate Mr F may have left this conversation hopeful that no adverse information would be recorded on his credit file, so I find it reasonable M&S Bank has offered £75 to apologise for this. I appreciate Mr F says the compensation should be greater, due to the impact of the late payment marker, however as I find M&S Bank was fair in recording this, I don't then find it must pay further compensation for any adverse impact this may have had.

In conclusions, while I appreciate this may not be the answer Mr F is hoping for, I won't be asking M&S Bank to remove the late payment marker from his credit file for July 2025, as I find this is an accurate reflection of Mr F's payment history for that month. M&S Bank has offered £75 compensation to acknowledge it's customer service could have been clearer and I find that reasonable in the circumstances.

### **My final decision**

For the reasons I've explained, I uphold this complaint and direct Marks and Spencer Financial Services Plc trading as M&S Bank to pay Mr F £75 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 27 February 2026.

Christopher Convery  
**Ombudsman**