

## **The complaint**

Mr S complains that Santander UK Plc ('Santander') moved his credit card payment date and unfairly applied a late payment marker to his credit file. Mr S wants his credit file amended.

## **What happened**

Mr S took out a new credit card with Santander at the end of December 2024 and had no problems paying his credit card in January 2025, February 2025 and March 2025.

Mr S was shocked to receive a late payment notification in mid-April 2025, as he hadn't expected his minimum payment to be due for a few days. Mr S made his payment when he was aware it had been missed and complained to Santander.

Santander said Mr S's credit card statement set out when the minimum payment was due, and Mr S had paid late. Santander agreed to waive the late fee of £12 but didn't agree to change what they were reporting to the Credit Reference Agencies ('CRAs').

Mr S felt this was unfair and referred his complaint to the Financial Ombudsman Service. Our investigator sought further information from Santander and Mr S but didn't recommend Mr S's complaint be upheld. Our investigator thought that Santander had given Mr S a fair opportunity to pay on time.

Mr S disagreed and requested an ombudsman's decision, which is how the matter came to me. Mr S was given time to provide further evidence, but didn't send anything else for me to consider. As the deadline for providing new evidence has passed, I am ready to issue 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.

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 reviewed the submissions and available evidence from both parties I have decided not to uphold Mr S's complaint for broadly the same reasons as our investigator. I'll explain why.

Mr S's credit card agreement says, *"You'll need to make sure the minimum payment reaches your account by the due date shown on your statements."*

Mr S's agreement also sets out that there would 'normally' be 26 days between the statement and the payment due date, so I think it's fair to say that the payment due date could fall outside of this timeframe and the onus was on Mr S to check his statements.

Santander said that (prior to recent changes) Mr S's due date range was between the 16th and 21st of each month. Mr S has queried why he was required to pay on 24 March 2025, which outside of this range, if this was the case. Santander haven't given an answer to this, but I agree with our investigator that this isn't something I need to focus on in this complaint. That's because Mr S's complaint is about what happened in April 2025, and Santander's terms do indicate that the payment date may vary and will be notified in each monthly statement.

Mr S said he wasn't routinely checking his statements and he'd fallen into a pattern of paying his credit card manually when he received his salary. I can understand why Mr S was surprised by a late payment in April 2025, given he hadn't experienced issues paying in this pattern in January 2025, February 2025 and March 2025. However I do agree with our investigator that Mr S was given a fair opportunity to pay on time.

I say this because Santander issued a credit card statement on 26 March 2025 which required Mr S to pay his minimum payment by 17 April 2025. I've noted that this gave Mr S 22 days' notice of his next payment date. I consider this to be reasonable notice, even though it was less than the 'normal' 26 days.

I've seen evidence that Mr S accessed his online statement on 16 April 2025 so Mr S was able to see when his April 2025 payment was due, before the deadline. I've also seen evidence that a notification was sent to Mr S on 17 April 2025 about his missed payment, but he didn't pay until 23 April 2025. I don't think it's unfair or unreasonable for Santander to treat Mr S's April 2025 payment as late in these circumstances.

I acknowledge Mr S feels it's unfair for his credit file to be negatively affected when he corrected the error within several days. Santander are obliged to report fair and accurate information to the CRAs about how Mr S manages his account. I think Santander's credit reporting for April 2025 is fair and accurate in these circumstances. Santander are reporting Mr S's account as up to date in May 2025, which indicates April 2025's payment was late rather than missed entirely. I know this will disappoint Mr S, but I'm not going to require Santander to amend his credit file.

I am sorry to hear Mr S has been anxious about how this will affect him going forwards. If Mr S would like to add context to Santander's credit reporting for April 2025, he can ask each of the main CRAs to add a notice of correction which prospective lenders will see when they search his credit file in future.

I was pleased to see that Santander processed a request for a payment date change, to align with when Mr S receives his salary. Hopefully this will avoid future problems. Mr S may have already done this, or have a good reason for not doing so, but he could also set up a direct debit for the minimum payment to his credit card account so these payments are made on time. Mr S can do this by following the instructions on the reverse of his credit card statement or he can contact Santander for assistance.

In conclusion, whilst fully acknowledging this matter feels unfair to Mr S, I don't think Santander have treated him unfairly in these circumstances. This means I am not upholding Mr S's complaint.

### **My final decision**

For the reasons I've given, I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or

reject my decision before 4 February 2026.

Clare Burgess-Cade  
**Ombudsman**