

## The complaint

Mr C is unhappy with the way AMERICAN EXPRESS SERVICES EUROPE LIMITED trading as American Express (“Amex”) administered his credit card account.

## What happened

The parties are familiar with the background of this complaint, so I will summarise it here, which reflects my informal remit.

Mr C’s January 2025 statement showed a minimum payment of £28.22 due on 28 January 2025. Mr C said that when he checked the Amex mobile app, the balance appeared as £0. Because of this, he believed that no payment was required at the time.

Mr C says he later received a notification that a payment was due and made a payment on 4 February 2025.

After Amex reported a late payment marker to the credit reference agencies, Mr C contacted Amex by phone in March 2025 to discuss this. During the call he was told that Amex could perform a courtesy credit amendment and a request for this would be initiated.

However, the request was declined, and the late payment marker remained on Mr C’s credit file. When Mr C complained to Amex, a final response was issued not upholding his complaint. Amex said the late payment maker had been reported correctly in line with its processes, so it didn’t agree to remove it. However, it acknowledged that during the March call the advisor had incorrectly suggested that a credit file amendment could be made. For this error, Amex paid Mr C £50.

When the complaint was referred to our service, two investigators considered the case, but didn’t uphold the complaint. They concluded that Amex hadn’t acted incorrectly in reporting a late payment and that there was no evidence of an error with the mobile app. They also considered the £50 payment for the incorrect information was fair and reasonable.

Mr C didn’t agree. In summary he said:

- The outcome focused on technical accuracy rather than on fairness and consistency, as required under the Information Commissioner’s Office (ICO) and The Financial Conduct Authority (FCA).
- The app showed a zero balance, which led him to believe no payment was due.
- It was unreasonable to ask him to provide evidence of the error within the app when Amex controlled the system data.
- He received a new card that month and updated all the relevant details which he believed may have also contributed to the app error.
- The late payment marker would remain on his credit file for up to six years and this was disproportionate given it was a single isolated incident.
- The amount involved was small, was paid as soon as he became aware and didn’t reflect his otherwise good payment history.
- He was told by an Amex advisor that a “courtesy credit amendment” would be

applied, which he believed showed that Amex could exercise discretion, and by choosing not to do so he considered this wasn't fair.

- There was another ombudsman decision which he believed supported his view that the late payment marker should be removed.
- The situation had seriously affected his mental health.

As Mr C remained unhappy, the case has now been referred to me to make 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.

I'd like to reassure Mr C that I've read and considered everything, including his detailed submissions about the mobile app, the circumstances surrounding the payment, the assurances he received from Amex, and the impact the late payment marker has had on him. However, if I don't mention a specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it, to reach what I think is a fair and reasonable outcome. This is not meant as a discourtesy but rather reflects my role of resolving disputes with minimum formality.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules including the Consumer duty, guidance and standards, codes of practice and (where appropriate) what I consider having been good industry practice at the relevant time. Where the evidence is incomplete, inconsistent or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

Mr C doesn't dispute that the minimum payment due on 28 January 2025 wasn't made by that date. Instead, he says this happened because when he checked the Amex mobile app it showed a balance of £0, which led him to believe no payment was due. He says he made the payment as soon as he became aware that a payment was required.

I appreciate that Mr C feels strongly that an error with the app caused him to make the payment late. He also explained that he received a replacement card around the same time and believes this may have contributed to the balance displaying incorrectly in the app.

However, based on the evidence available to me, I haven't seen anything that persuades me that the balance shown in the app was incorrect at the relevant time. Amex has explained there wasn't any technical issues reported at the time that would've caused the balance to display incorrectly. I also haven't been provided with any other evidence that indicates that the balance or payment information associated with Mr C's account was affected by a system error.

I've considered Mr C's suggestion that receiving a replacement card may have affected how the balance appeared within the app. While I can understand why he suspects this contributed to what he saw, I haven't been provided with sufficient evidence to conclude that the issuing of the new card affected the account balance, statement information or payment due date displayed in the app.

In the absence of any persuasive evidence that the balance information displayed within the app was incorrect, I can't reasonably conclude that the payment wasn't made on time because of this.

It's also relevant that Mr C's January 2025 account statement clearly showed that a

minimum payment of £28.22 was due by 28 January 2025. So, I'm satisfied that Mr C could've also referred to this when checking what payment was due and for when.

Because the minimum payment wasn't received by the due date, Amex recorded the payment as late and reported this to the credit reference agencies.

Mr C referred to the ICO's guidance stating that credit information should be accurate, fair and consistent. He feels that it's disproportionate for a late payment marker to remain on his credit file for up to six years when this was a single missed payment, for a relatively small amount, that was also paid as soon as he became aware.

However, credit reporting is intended to provide an accurate record of how an account has been managed. The fact that the payment was for a small amount or occurred on a single occasion doesn't make the reporting inaccurate. The key issue is whether the required payment was made by the due date. In this case, as the minimum payment wasn't made by the due date, the late payment marker recorded by Amex fairly reflects what actually happened on the account.

I've also considered the phone call Mr C had with Amex, during which he was told that a "*courtesy credit amendment*" could be made. Mr C has referred to the FCA's requirement for firms to treat customers fairly and feels that Amex's decision not to remove the late payment marker, after initially indicating that it would, amounts to unfair treatment.

I've thought carefully about this point. I can see why Mr C feels disappointed and why the indication that the late payment marker could be removed would've raised his expectations. However, I need to distinguish between the incorrect information Mr C was given during the call and the accuracy of the credit reporting itself.

As I've explained above, the late payment marker reflects that the required payment wasn't made by the due date, so the information being reported to the credit reference agencies appears to be accurate.

While lenders like Amex may have internal discretionary processes that allow them to amend credit file information in certain circumstances, they aren't required to remove information that accurately reflects how an account has been managed. I'm also unable to direct a business to apply a discretionary process simply because it exists, or that it said it would in error.

So, although it was unfortunate that Mr C was told a courtesy amendment could be made, I don't consider it fair or reasonable to require Amex to remove information that is otherwise accurate. I also don't consider its decision to not amend the credit file amounts to unfair treatment in the circumstances.

I can see Amex also acknowledged that incorrect information was provided during the call. It apologised, explained why it was unable to amend the credit file information and paid Mr C £50 to recognise the inconvenience caused, which I consider was fair in the circumstances.

Mr C has referred to another ombudsman decision where a late payment marker was removed and why he considers this to be relevant for his case too. I should make clear that my decision is based on the evidence and information relating to Mr C's case, rather than any other complaint that might, on the face of it, appear to have similar circumstances.

I should also point out that the Financial Ombudsman decisions don't have precedent value as certain court judgments do. I need to consider Mr C's complaint by deciding what I think is fair and reasonable in the individual circumstances. And having considered the specific

circumstances of this case, I'm satisfied the reporting of the late payment accurately reflects Mr C's account history.

While I appreciate this will be disappointing for Mr C, I don't find that Amex acted unfairly or incorrectly when it reported the late payment on his account. For the incorrect information provided to Mr C, I'm satisfied the explanation and £50 payment was fair and reasonable, and I don't require Amex to take any further action.

### **My final decision**

I don't uphold this case against AMERICAN EXPRESS SERVICES EUROPE LIMITED trading as American Express.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 9 April 2026.

Farhana Rahman  
**Ombudsman**