

The complaint

Mr B complains that Aldermore Bank Plc has recorded adverse information on his credit file when he moved his mortgage payment date – despite telling him it would not affect his credit file.

What happened

Mr B has a mortgage with Aldermore.

On 28 December 2021, Mr B emailed Aldermore:

“My next mortgage payment is due at the beginning of next month (January 2nd, 2022) and I wanted to enquire if I could possibly move the next payment date to the end of the month in January around the 26-28th please.”

On 30 December 2021, Aldermore replied:

“I called you today but you were driving and could not hear what I was saying so I thought it would be better to contact you by email.

We are not able to change the date for January but we can place the Direct Debit on hold so it does not collect, this means you will need to make a manual payment over the phone or bank transfer please see details below if you are happy with this...”

On 26 January 2022, Mr B phoned Aldermore. He said he'd received a statement showing that his mortgage was in arrears. Aldermore explained that Mr B had not made the payment that was due in December 2021. Mr B said he thought he'd agreed to move the payment date for December. Mr B made the January payment.

On 18 February 2021, Aldermore issued its final response. It said that as a “gesture of goodwill” it would not record any adverse information for the missed payment in December 2021. But Mr B still needed to bring the account up to date.

In August 2022, when the arrears had not been repaid and no agreement to repay them had been reached, Aldermore recorded the missed payment on Mr B's credit file. Mr B considers that it was unfair for Aldermore to do so.

The investigator did not think the complaint should be upheld. She noted Aldermore had offered Mr B £100 for not replying to an email from him.

Mr B did not accept what the investigator said. He made a number of points, including:

- Aldermore had admitted in writing that it had told him he could change his payment date to the end of January.
- Aldermore said in writing that it would not record the missed payment with credit reference agencies.

- He made a number of attempts to set up a payment arrangement – but Aldermore did not contact him as requested.
- He'd requested that Aldermore should not contact him by phone.

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.

Looking at the evidence we have, I can't see that Aldermore ever agreed to move the December 2021 payment date for Mr B. He asked to move his January payment to the end of the month and Aldermore agreed he could do that.

Aldermore accepted that at that time it should have done more to tell Mr B that he had not made the December 2021 payment that was due. So it agreed not to record the missed payment for December 2021 on his credit file. But, in the same letter it also made clear that the December 2021 payment was outstanding, the account was in arrears and that Mr B needed to make a payment to bring it up to date.

Aldermore has provided evidence that it wrote to Mr B about the arrears asking him to contact it to make an arrangement to clear the arrears. It has also shown that it attempted unsuccessfully to contact Mr B by phone several times during the period in question to discuss the arrears. I can see that Mr B spoke to Aldermore during that time about a potential repayment arrangement – but nothing was finalised and it was clear further action was required from Mr B. I'm satisfied that Aldermore took reasonable steps to contact Mr B so that the arrears could be cleared or an arrangement made.

I accept that Aldermore told Mr B that it would not record the missed payment on Mr B's credit file. In my experience that was a generous offer, bearing in mind that Aldermore had an obligation to record true and accurate information on Mr B's credit file – and the true position was that the account was in arrears from December 2021.

Aldermore acted in line with its offer, but I don't consider it would be fair and reasonable for it to continue not to record the arrears indefinitely when they remained unpaid and/or without a plan to repay them. So I think it was reasonable for it to record the arrears from August 2022, bearing in mind that it had given Mr B a reasonable amount of time to contact it and arrange repayment of the arrears. The account was in arrears, so it was true reflection of how the account was conducted to record the arrears on Mr B's credit file.

I note what Mr B has said about his communication preferences – and Aldermore accepts that it did not respond to his June 2022 request for a meeting. It has offered £100 for any upset caused to Mr B by that. But there is no evidence of any other requests. Ultimately, the onus was on Mr B to contact Aldermore and arrange to repay the arrears. Aldermore gave him plenty of time to do that. But when the arrears remained outstanding after more than six months, I don't see how I could reasonably find that Aldermore acted unfairly by recording the arrears on Mr B's credit file.

My final decision

My final decision is that I don't uphold this complaint. Mr B should contact Aldermore if he wishes to accept its offer of £100, if he has not already done so.

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

reject my decision before 3 October 2023.

Ken Rose
Ombudsman