

## **The complaint**

Miss T complains that Marks & Spencer Financial Services Plc (“M&S”) were unreasonable to report adverse information to her credit file when the arrears on her account related to transactions she paid in cash and were not paid for with her credit card.

## **What happened**

In June 2023 Miss T signed up for a credit card that was supplied by M&S. She bought goods totalling £127. Miss T says she paid with cash.

Miss T was upset that those transactions had been debited from her credit card as well. She called M&S and says she was told to ignore the arrears letters she was receiving and that they would take the issue up with their retail division.

M&S said they had no evidence that Miss T was told to ignore the arrears letters and that Miss T has provided no evidence that she paid in cash. They didn't support Miss T's complaint and neither did our investigator.

Miss T asked for a decision by an ombudsman and the case has, therefore, been passed to me.

## **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 know it will disappoint Miss T, but I agree with the investigator's opinion. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

M&S system notes from August 2023 suggest that Miss T was told they would escalate her concerns to their retail division and that a letter would be issued. I've not seen a copy of that letter if it was issued, and I've not seen that Miss T chased M&S about that or that she was able to provide a receipt to demonstrate the goods she bought were paid for in cash. I understand that the retail division works independently and while I'd expect M&S to assist Miss T's enquiries were possible I don't think, in the circumstances, of this complaint they needed to do anymore. There was, and has not been, any evidence to corroborate Miss T's assertion that the transactions were in cash.

I'm not, therefore persuaded that was likely to have been the case.

In those circumstances, I don't think M&S were unreasonable to report the missed payments they did or to default the account when payments weren't received. System notes do not demonstrate that Miss T was told to ignore the arrears, default, and final demand letters she was sent.

I'm not, therefore, asking M&S to take any further action.

**My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 31 July 2024.

Phillip McMahon  
**Ombudsman**