

## **The complaint**

Mr K complains that Erudio Student Loans Limited ('Erudio') tampered with documentation relating to his student loans.

## **What happened**

Mr K complained to Erudio about a number of issues about the deferment and repayment of his student loans that were taken out between 1994 and 1998.

On 18 March 2020, Erudio issued a final response letter in which most of Mr K's complaint points were dealt with. However, it did not deal with one matter raised by Mr K in which he alleged Erudio had tampered with documentation that related to him.

Effectively, in April 2019, Erudio had provided to Mr K a copy of a document dated 31 August 1996 bearing an address for a property at which he did not live until 14 years later. Mr K said the document Erudio provided couldn't have been a genuine copy of the document it purported to be.

Erudio issued a further final response letter on 7 January 2021 in which it apologised for not dealing with Mr K's complaint about the documentation sooner. It said that although the document in question was dated 31 August 1996, it formed part of a full statement of Mr K's account that was generated on 10 April 2019. It said the document bearing the date of 31 August 1996 was not an exact copy of that document. Erudio did offer to pay £100 to Mr K because it did not respond to this part of the complaint when it should have done.

Mr K did not accept Erudio's explanation. He complained to this service about the matters arising from the final response letters issued on 18 March 2020 and 7 January 2021. Erudio did not consent to this service considering the complaint about the issues dealt with in its final response letter of 18 March 2020. And an ombudsman decided that we couldn't consider those issues as Mr K had complained too late.

With that in mind, our investigator looked at the complaint about the document dated 31 August 1996. He didn't think the complaint should be upheld and said that the document had not been fraudulently produced. He recognised that Mr K was concerned for a number of months as to the authenticity of the document in question, which was made worse by Erudio not answering his complaint quickly. Our investigator thought the £100 Erudio had offered to pay Mr K was a fair way to settle the complaint.

Mr K did not accept our investigator's view, so the matter was passed to me for an ombudsman's 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 know Mr K will be disappointed with my decision, but I haven't upheld his complaint. I'll explain why below.

Looking at the document in question dated 31 August 1996, I can see it does not bear the address of the property at which Mr K lived in 1996. However, Erudio told us that paper copies of these statements were not retained. Rather, the data was retained electronically.

The document was reproduced when copies of statements were provided to Mr K on 10 April 2019. That's why the document showed Mr K's most recent address. I don't consider it unusual for Erudio not to keep a paper copy or an exact copy of such a statement if it held the data electronically.

I've considered whether the information contained within the disputed document is accurate. I've seen what appear to be an exact copies of Mr K's credit agreements from the period in question. The first was signed by Mr K on 8 June 1995 for an amount of £450. I can see the disputed statement shows an amount was advanced for £450 on 15 June 1995. The disputed statement shows a further advance of £900 on 27 November 1995. I have also seen a credit agreement signed by Mr K on 17 November 1995 for the amount of £900. I'm satisfied the disputed document accurately reflects the loans that were taken out by Mr K at that time.

The disputed document also shows several monthly interest charges. Looking at the interest rate stated on the credit agreement, the monthly interest charges are in line with what I would expect. Apart from the address being incorrect, it seems to me that the information contained in the disputed document is broadly accurate.

Having considered all of the evidence, I'm satisfied that for the above reasons, the document was not produced with the intention to mislead, nor was it tampered with by Erudio. It was not purported to be an exact copy of the original document, Rather, it was reproduced using accurate electronically stored data.

That said, I can see that Mr K did raise questions about this document that were not answered by Erudio for many months. I can see why that delay would have added to Mr K's concern and confusion about this issue. Erudio offered to pay £100 to compensate Mr K for its delay in that regard. And I agree with our investigator that this is a fair way to settle the complaint. Erudio will need to arrange to pay this £100 to Mr K if it has not already done so.

### **My final decision**

I don't uphold this complaint about Erudio Student Loans Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 18 January 2023.

Nicola Bowes  
**Ombudsman**