

## **The complaint**

Mr M complains that Lantern Debt Recovery Services Ltd (Lantern) made a mistake with the payment date when it set up a new arrangement.

## **What happened**

Mr M held an account with Lantern. On 30 December 2022 Mr M spoke with an agent at Lantern to discuss his existing arrangements. Mr M asked to increase his monthly payment to £50 and for the payments to be debited on the 25<sup>th</sup> of each month going forward. The agent confirmed the new arrangements but the payment date was set to the 2<sup>nd</sup> of each month instead.

Mr M went on to raise a complaint with Lantern and said it had taken the agreed payment on the wrong date. Lantern sent Mr M a final response on 25 February 2023 and apologised for the service provided. Lantern agreed that its agent had set the wrong date when arranging the new payment plan and apologised for the service provided. Lantern also confirmed the correct payment date had been put in place.

An investigator at this service looked at Mr M's complaint. Within its file submission, Lantern advised it had reviewed Mr M's account and taken the decision to write off the outstanding balance of £441.61. Our investigator agreed Lantern had made a mistake but thought the decision to write off the outstanding balance was a fair way to resolve Mr M's complaint.

Mr M asked to appeal, so his complaint has been passed to me to make a 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'm aware I've summarised the events surrounding this complaint in less detail than the parties involved. No discourtesy is intended by my approach which reflects the informal nature of this service. I want to assure all parties I've read and considered everything on file. I'm satisfied I don't need to comment on every point raised to fairly reach my decision. And if I don't comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues. My approach is in line with the rules we operate under.

All parties agree Lantern's agent made a mistake when setting up the new plan on 30 December 2022 and that the wrong date was used. But after Mr M contacted Lantern, it took action to resolve the mistake and reset the payment date to the 25<sup>th</sup> of the month – in line with his original request. So I'm satisfied that after Mr M highlighted the error to Lantern it took reasonably quick action to resolve the mistake.

Mr M hasn't given us any specific details about financial losses that occurred as a result of the mistake. Mr M has explained that the error caused him significant distress and impacted

his mental health. I've taken Mr M's comments into account when deciding how to fairly resolve his complaint.

Whilst I agree Lantern made a mistake, I think it's fair to take into account that it has since agreed to write off the outstanding balance of £441.61. That meant Mr M was no longer required to make monthly payments to Lantern. So whilst I agree Lantern did make a mistake, I'm satisfied it's later decision to write off the outstanding balance is a fair and reasonable way to resolve Mr M's case.

As I'm satisfied Lantern has already agreed a settlement that is fair and reasonable in all the circumstances, I'm not telling it to do anything else.

### **My final decision**

My decision is that Lantern Debt Recovery Ltd has already agreed a settlement that is fair and reasonable in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 10 July 2023.

Marco Manente  
**Ombudsman**