

The complaint

Mr M complains that Fund Ourselves Limited (“Fund Ourselves”) didn’t return a payment to him when he requested it. And he says he received poor service.

What happened

I previously issued a provisional decision on this case. It was my intention to come to a different outcome to the Investigator and so I wanted to give both parties the chance to respond with anything else they wanted me to consider before I came to my final decision on the matter.

I have copied my provisional decision below which also forms part of this final decision.

“On 24 October 2023, Mr M made an early repayment of £200 to his loan account – his loan repayment was due on 30 October 2023. On 3 November 2023, he contacted Fund Ourselves to request that this was returned to him – that’s because he’d started a new job and the date he was due to receive his wages had changed -which meant that he required the funds back to keep him afloat until he got paid.

Fund Ourselves told Mr M that it couldn’t send the payment back. That’s because the money had gone back to the Investors who lent him the money.

Mr M wasn’t happy with this and said that Fund Ourselves had left him in financial difficulty, and it is unreasonable that they didn’t return the funds as requested.

Mr M also said that he was promised a call back that didn’t happen.

Fund Ourselves didn’t uphold Mr M’s complaint. It explained that it couldn’t return the funds because it had already sent these back to the Investor’s. It also said that Mr M hadn’t been promised a call back.

The Investigator considered what both parties had said but they didn’t think Mr M’s complaint should be upheld. They didn’t think it unreasonable that Mr M’s payment couldn’t be returned and they didn’t think Mr M had been promised a call back.

Mr M didn’t agree. He said that it should have been able to return the payment to him within ten days of him making it. He also disagreed with the Investigator’s view that he wasn’t promised a call back.

What I’ve provisionally 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.

Having done so, I intend to uphold Mr M’s complaint.

Fund Ourselves is a peer to peer lending provider. This means that the loans taken out, are

financed by individuals as opposed to a financial institution, and Fund Ourselves arrange for the funds to be lent. What this means in this case is that when Mr M made an early payment to his loan, by the time he had requested it back, those funds had already been sent back to the Investor(s). This is the way Fund Ourselves works, and it doesn't seem unreasonable that it sent the funds back to the investor(s). While I note that Mr M believes that 10 days was an unreasonable amount of time to have done this, I don't share this view. It seems reasonable to me that the funds are paid back to the investor's shortly after they are received as this is the basis of its business model in how it is able to arrange for funds to be lent.

That said, the situation clearly left Mr M in financial difficulties. Because of this, Fund Ourselves arranged for Mr M's future payments to be made later at no extra cost to him – so no additional interest would accrue when the payments were delayed. Looking at the rules that apply, I'm of the view that Fund Ourselves treated Mr M positively and sympathetically by trying to help him with future repayments. I'm satisfied that Fund Ourselves hasn't treated Mr M unfairly here.

I have listened to the call Mr M had with Fund Ourselves. I note that a call back wasn't promised and the representative explained they would be in touch once they had a response from the payment team. However, there was a mention of later the same day or the next day, so I can understand why Mr M expected that Fund Ourselves would call him back within the next day. Fund Ourselves were very clear on the telephone that they couldn't return the payment to him. So I don't think by Fund Ourselves not contacting him back at an earlier point has made any difference to the crux of the matter – that it wouldn't return the payment. In my view, I think the situation with the call back has been a miscommunication between the parties, which has led to Mr M feeling let down. Fund Ourselves has offered to pay Mr M £25 to apologise for this, and I think this is fair and reasonable in the circumstances.”

Mr M responded to say that he accepted the findings.

Fund Ourselves responded to say that Mr M's complaint was in fact a partial uphold, as opposed to a full uphold.

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.

Firstly, I'd like to thank both parties for responding to the provisional decision so quickly.

As neither party has provided any additional evidence or comments for me to consider, I see no reason to depart from the findings in my provisional decision.

For this reason, it is my decision to uphold Mr M's complaint about the service he received in relation to a call back he was expecting.

However, I have not upheld Mr M's complaint about Fund Ourselves not returning the repayment to him.

Putting things right

Fund Ourselves should put things right for Mr M by paying him £25.

My final decision

For the reasons set out above, I uphold Mr M's complaint in part. I order Fund Ourselves Limited to put things right for Mr M by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 November 2024.

Sophie Wilkinson
Ombudsman