

The complaint

Mr C complains about the difficulties he's experienced accessing the portal to manage his loan with Link Financial Outsourcing Limited trading as Asset Link Capital (No 9) ("Link").

What happened

On 16 September 2019 Mr C entered into a fixed sum loan agreement with Link. The agreement was for a loan of £17,940.

In October 2023 Mr C tried to register to use the Link online portal so that he could manage his payments with a view to repaying the loan early but found that he was unable to.

Mr C contacted Link and reported the difficulties he was experiencing. He was unhappy with the lack of response and made repeated requests for assistance but waited over three months and still has no resolution to the issue.

Mr C raised a complaint with Link. He said he'd been placed at a disadvantage compared to other customers who were able to use the portal and said he wanted access to his online account to manage his account and make payments like everyone else.

Link issued a final response in which it acknowledged that Mr C had been trying to access the online portal since October 2023. It said it could see that there was an error message being presented on attempting to sign up. Link said it appreciated that Mr C had been in contact on several occasions requesting updates on when the error would be fixed. Link said the issue was still being looked into and that in the meantime it had provided Mr C with alternative payment methods. Link said that the interest being applied on Mr C's account was in line with the credit agreement and that not having access to the online portal hadn't prevented him from making payments in the past. Link said that due to the ongoing issue with Mr C being unable to sign up to the online portal, it was offering £30 for the inconvenience caused.

Mr C remained unhappy and brought his complaint to this service. He said he'd been unfairly affected by being unable to access the portal as he'd been unable to make payments to clear his loan earlier, resulting in him paying more interest than he otherwise would've done. Mr C said he'd now started to make overpayments, but it was an inconvenient process whereby he had to call Link first and explain how he wanted the payment to be allocated and then wait for Link to call him back with the necessary adjusted figures. Mr C said this was an inconvenience that other customers didn't experience.

Our investigator didn't uphold the complaint. She said the issue appeared to be an IT issue and that she couldn't direct Link to fix it, as it was an issue which needed to be investigated and resolved by the IT department and this appeared to be in progress. The investigator said that the compensation offered by Link was fair and in line with what this service would award.

Mr C didn't agree. He said the part of his complaint which related to the amount of time it had taken Link to get back to him hadn't been addressed. He said he'd been discriminated

against because other customers had multiple payment options available to them whereas he only had one method.

Because Mr C didn't agree I've been asked to review the complaint.

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 Mr C, but I agree with the investigators opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which are most relevant to my decision. If I don't mention a specific point, it's not because I've failed to take it into account and think about it, but because I don't think I need to mention it in order to reach what I think is the right outcome.

It's not in dispute that Mr C hasn't been able to access the online portal. Link has identified that when Mr C attempts to log in to the portal he is faced with a repeated error message. Link has told Mr C and this service that its IT department are investigating the issue but that as yet they haven't found a fix.

I appreciate Mr C's frustration here. However, looking at what's happened, I'm unable to ask Link to do anything more than it is already doing. The issue has been identified as an IT issue. I'm unable to direct Link to simply "fix it", because IT issues by their nature are technical issues and can only be resolved by specialist team. And in this case, Link has correctly referred the issue to its specialist team and the investigation into the issue and how to resolve it is ongoing.

I appreciate that it has taken longer than expected for the IT team to resolve the issue but again, due to the nature of the issue I can't require Link to have it fixed by a certain date. What I can do is ask Link to put every effort into trying to get this resolved as quickly as possible.

Mr C has said that as a result of not being able to access his account via the online portal he's been prevented from making payments to pay off his balance sooner. I've thought about this. I can see that there are several ways to make payments, and that since the inception of the account in 2019 Mr C has been making payments by a method other than by using the online portal. Mr C has recently told this service that he's been making overpayments. So I don't agree that Mr C has been prevented from making payments (or making additional payments) to the account.

Mr C has also complained about the length of time it has taken Link to respond to his complaint. I appreciate that this has caused Mr C frustration, however, because complaint handling isn't a regulated activity, this aspect of Mr C's complaint isn't something I'm able to look into.

I've looked at what Link has done to resolve the complaint and I've thought about whether this is a fair and reasonable resolution. Having done so, I'm satisfied that the compensation offered is fair, and that it is in line with what this service would award for a technical issue which has caused a minor level of inconvenience. For this reason, I won't be asking Link to pay any more compensation or do anything further.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 6 February 2025.

Emma Davy
Ombudsman