

The complaint

Mr Q complains that Zopa Bank Limited, trading as Zopa, incorrectly recorded his name on a Hire Purchase Agreement. He would like the mistake acknowledged, his name amended on the agreement, a reassessment of the contract and compensation for the emotional distress.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on giving the reasons for my 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.

Having done so I have reached the following conclusions:

- I do appreciate the strength of Mr Q's feelings. He has told us that he has always struggled with his name being mis-spelt. Whilst I appreciate that must be frustrating, I need to make it clear that in this decision I can only comment on Zopa's actions not on those of other organisations.
- I understand that Mr Q has raised a separate complaint with our service about irresponsible lending in relation to this hire purchase agreement. Again, I need to make it clear that this is a separate complaint, so I won't be considering this in this decision.
- I think there are two key issues here for me to consider. Firstly, the validity of the contract Mr Q signed and secondly the impact of the spelling of his name.
- In terms of the validity of the contract. Mr Q feels that the mistake in the spelling of the name makes the contract invalid. I have seen the contract Mr Q signed and can see that Zopa made an error with his first name with two letters being swapped around. Mr Q's name is clearly laid out on the first page of the contract. As the matter is clearly a sensitive one for Mr Q I am surprised he didn't notice the mistake at the time he took the contract out. He could have refused to sign the contract or asked for it to be amended at that point but didn't do so.
- I have also noted that after signing the contract Mr Q made the relevant payments from August 2023 to November 2024 when he missed a payment at which point he raised the issue of the spelling of his name. I think as Mr Q made payments for a considerable period he accepted the terms of the contract.
- I think Zopa made a simple typographical error in the spelling of his name. I don't agree that such a simple, albeit sensitive for Mr Q, mistake constitutes a breach of contract making the contract unenforceable. So, I don't believe it is grounds to either refund all the payments Mr Q has made as he originally requested or to reassess his contract as he requested after our investigator's view.

- In terms of the impact on Mr Q of Zopa mis spelling his first name I have seen no evidence that this was deliberate, discriminatory or intended to cause harm or upset. it seems to me it was a simple typing mistake. Whilst in an ideal world these shouldn't occur unfortunately mistakes can be made. However, I don't feel Zopa's mistake is grounds for compensation for emotional distress as I don't believe there was any intention to cause distress.
- I am pleased to say however that we have reached out to Zopa who have agreed to reissue the contract Mr Q signed with his name correctly spelt which is something Mr Q asked for. No other terms of the contract will have been changed as there are no grounds to do so. Our investigator can let Mr Q have a copy of the revised contract for his records.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Q to accept or reject my decision before 16 June 2025.

Bridget Makins
Ombudsman