

The complaint

Mr R is unhappy with the service he received from Marks and Spencer Financial Services PLC, trading as M&S Bank, surrounding overpayments he wanted to make to his personal loan.

What happened

Mr R called M&S because he wanted to make an overpayment to his personal loan and wanted to confirm the correct process for doing so. The first agent that Mr R spoke with confirmed the process to Mr R but seemed unsure of the information they were providing.

Because of this, Mr R called M&S back and spoke with a second agent, who confirmed the process to Mr R. But Mr R noted that the information he'd been given appeared different to the information about overpayments on M&S's website. Mr R wasn't happy about the confusion he was experiencing and the lack of progress he'd made, so he raised a complaint.

M&S responded to Mr R and confirmed that the information he'd been given by their agents had been correct and matched the information given on their website. M&S also explained that their website provides early payment information for two classes of M&S loan, and that Mr R appeared to have unfortunately referred to the wrong loan class. Mr R wasn't satisfied with M&S's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that M&S had acted unfairly towards Mr R and so didn't uphold the complaint. Mr R remained dissatisfied, so the matter was escalated to an ombudsman for a final 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 note that Mr R has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr R for these submissions, and I hope that he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mr R notes that I haven't addressed a specific point that he's raised, it shouldn't be taken from this that I haven't considered that point. I can confirm that I've read and considered all the submissions provided by both Mr R and M&S. Accordingly, if Mr R notes that I haven't responded to a specific point he's raised, I confirm that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Mr R was concerned by the fact that the information that M&S's agents gave to him over the phone was different to the information available on M&S's website. I've reviewed M&S's

website, and I've seen that M&S provide information on two different classes of loan, which are defined by whether the loan was undertaken before or after a certain date.

Upon review, it's clear that it's unfortunately the case that Mr R had mistakenly taken the early payment information that related to the wrong class of loan. This was why it differed from the information that M&S's agents gave to Mr R verbally – which I'm satisfied was the correct information and which did align with the information on M&S's website for the correct class of loan. And while I note that the first agent that Mr R spoke with did initially give incorrect information, they immediately corrected themselves and gave the right information to Mr R, which he confirmed back to the agent, and which was confirmed by the second agent that Mr R spoke with.

It's unfortunate that Mr R came to a misunderstanding about which class of loan he held as this led to Mr R mistakenly believing that he was being given contradictory information by M&S's agents. But I feel that M&S's website is clear about the fact that M&S have two classes of loan, and clear about how a loan account holder can identify which class of loan they hold. As such, I don't feel that M&S should fairly or reasonably be considered responsible for Mr R's misunderstanding in this regard.

Mr R also feels that his loan agreement number, which he needed to make an early payment, wasn't sufficiently prominent in the loan agreement and hadn't been provided to him by M&S in any other document or correspondence. Specifically, Mr R notes that the loan agreement number is on page six of the loan agreement and feels that it was 'hidden' and should be more prominent.

I've reviewed the loan agreement and note that the first three pages are 'Pre-Contract Credit Information', while pages four and five are 'Key Points About Your Loan Agreement'. It therefore seems reasonable to me that a loan agreement number wouldn't be listed on these pages, because those pages are largely introductory. Conversely, page six is titled 'Fixed Sum Loan Agreement Regulated by the Consumer Credit Act 1974', and includes the loan agreement number at the top of the page. This is precisely where I would expect the loan agreement number to be listed, and so I'm not persuaded by Mr R's contention that the number was 'hidden away'.

Additionally, I'm satisfied that M&S sent loan and direct debit confirmation letters to Mr R on 1 and 28 April 2025 respectively, both of which prominently listed Mr R's loan agreement number. Mr R has said that he never received those letters. This is unfortunate, but I'm satisfied that the letters were sent and addressed correctly, and I wouldn't hold M&S responsible for the non-delivery of correctly addressed mail. As such, I don't feel that it's the case that M&S didn't provide Mr R's loan agreement number to him, but that M&S did provide that information to Mr R, but that Mr R didn't receive that information through no fault of M&S's – which, while unfortunate, is not unfair.

Mr R is also unhappy that M&S don't provide an online chat facility through which he could have arranged an early loan payment, and that he found it difficult to make a complaint. However, it's for M&S to decide what channels they'll discuss early payment, and I note that the terms and conditions of the loan – which Mr R has referred to in his complaint to this service, include that notice is required either in writing or by phone. I also note that Mr R could have made a complaint by calling M&S on the number he used when speaking with M&S's agents, and that he ultimately was able to raise a complaint via post.

All of which means that I don't feel that M&S have acted unfairly towards Mr R as he feels is the case here. Instead, I feel that Mr R unfortunately reviewed information about the wrong class of loan on M&S's website, which mistakenly led him to believe that he might have been given wrong information by M&S's agents, when in fact that wasn't the case. And because

Mr R had been given the correct information by M&S's agents, and because the correct information was also available online, I don't feel that M&S should fairly be considered responsible or accountable for any delay Mr R may have experienced in making an additional payment to his loan.

I appreciate this likely won't be the outcome Mr R was wanting, but I hope that he'll understand, given all that I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 27 February 2026.

Paul Cooper
Ombudsman