

## **complaint**

Mrs S complains that Bridgewater Support Solutions Limited, trading as DFH, didn't tell her that she could claim a refund of interest and charges from short term lenders when it was advising her about a debt management plan.

## **background**

Mrs S contacted DFH about her debts in August 2012 and she then entered into a debt management plan which continued until August 2016. She complained to DFH last month that it didn't tell her that she could claim a refund of interest and charges from her short term lenders when it was advising her about the plan. She wasn't satisfied with its response so complained to this service.

The adjudicator didn't recommend that this complaint should be upheld. She said that it would've been good customer service for DFH to have discussed having the interest and charges on Mrs S's short term loans refunded but it wasn't obligated to do so. She said that its responsibility was to administer the debts that Mrs S added to her plan – and it did that.

Mrs S has asked for her complaint to be considered by an ombudsman. She says, in summary, that DFH should've advised her about a refund of the interest and charges on her short term loans - particularly as she had one such loan written off during her time on the plan.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs S signed a letter of authority to authorise DFH to proceed with her debt management plan and in doing so accepted its terms and conditions. Its role was to manage the debts that were included in that plan. The interest and charges that had been applied to her loans were included in the balance to be repaid under the plan. But the plan made no provision for reclaiming interest and charges on Mrs S's short term loans.

I consider that DFH has administered the plan in accordance with the terms and conditions that it agreed with Mrs S. I'm not persuaded that there was any requirement for it to advise Mrs S that she could claim a refund of interest and charges that she'd paid on her short term loans. Nor am I persuaded that there's enough evidence to show that DFH acted incorrectly in dealing with Mrs S's plan. So I find that it wouldn't be fair or reasonable for me to require DFH to refund any money to Mrs S – or to take any other action in response to her complaint.

## **my final decision**

For these reasons, my decision is that I don't uphold Mrs S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 1 December 2017.

Jarrold Hastings  
**ombudsman**