

## **complaint**

Mr D complains that Erudio Student Loans Limited has acted unfairly. In particular he complains it was wrong to refuse to defer his loan repayments.

Further, he complains it has not provided the level of customer service that he is reasonably entitled to expect.

## **background**

Mr D said his gross income is below the relevant threshold. So he should be able to defer his loan repayments.

He thought Erudio has treated him unfairly as it has taken account of discretionary payments that his employer pays him. That is his bonus and "target" payments.

He said the original lender didn't take account of any such payments when assessing his gross income and neither should Erudio.

Further, he said that he'd not realised at first that this had happened. As a result he began to make repayments. He'd like these back.

And also he thought Erudio provided substandard customer service. Because it hadn't responded to a letter his employer provided until over a year later. And then when it did respond it only offered him £50 for distress and inconvenience.

Our adjudicator said she understood Mr D's points. She could see why he was unhappy with how Erudio had calculated his gross income and its customer service.

She realised that the most significant part of the complaint for him was the gross income point. But having looked at the relevant documents it seemed to her that Erudio had done nothing wrong, even if the previous lender had chosen to take a different approach. On that basis she thought she had no proper grounds to ask Erudio to behave differently.

Mr D remained unhappy and asked that an ombudsman review his complaint.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm not persuaded that Erudio has acted unfairly. So I don't think it's fair and reasonable to ask it to take the steps Mr D has asked for. I explain below why I say this.

I can well understand why Mr D is disappointed. He tells us that nothing has changed in his work circumstances the only thing that has changed is his lender. Therefore why can't he defer his repayments? And I also get why he thinks it is wrong that income that he might or might not get is taken into account when assessing his gross income.

That said when I look at the relevant definition of gross income it seems it covers what Erudio have done. He says Erudio's approach is different from the original lender's. But even if it is that's not enough by itself for me to say in the circumstances Erudio acted unfairly.

I also think that Erudio took a very laconic approach to dealing with the customer service issues that Mr D encountered as he pursued his complaint. It didn't really explain why it took so very long to apologise for not dealing with the letter from his employer correctly. I think this was not good enough. That said, it offered £50 for this. Mr D's main focus was on the refusal to defer rather than Erudio's failure to respond to his employer's letter. Because of this I don't think this mistake caused him a great deal of distress and inconvenience. So I think the compensation Erudio offered is appropriate in the circumstances.

### **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 D to accept or reject my decision before 26 May 2016.

Joyce Gordon  
**ombudsman**