

complaint

Mr S complains that he didn't take out his student loan with Erudio Student Loans Limited. He is unhappy that Erudio is demanding payment from him.

background

Erudio took over Mr S's student loan in March 2014.

Mr S says he didn't know about this. He says Erudio has been writing to an old address and addressing correspondence using his former name.

Erudio replied to Mr S's complaint in November 2015. It accepted that there had been a couple of administrative failures. Mr S had asked for copies of his statements which weren't sent. He'd also been promised a call back which didn't happen. Erudio has offered Mr S £100 compensation for these failures. But it doesn't agree with the rest of his complaint.

Our adjudicator didn't recommend that Mr S's complaint should be upheld. She felt that Erudio had dealt with his complaint fairly.

Mr S doesn't agree, so his complaint has been referred to an ombudsman.

my findings

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

change of address

Erudio took over Mr S's student loan in accordance with the terms and conditions of his agreement. This means Erudio is entitled to ask for payment under the agreement.

Although Mr S says he didn't know Erudio had taken over, this seems to be because he had changed his address and correspondence about the changeover to Erudio went to his old address.

Mr S has explained to us that he'd been living and working abroad during the course of the loan agreement. But, he says he told the original lender about his change of address and received correspondence at that address. This doesn't seem likely as the former lender only has his old address on file. And, Mr S hasn't provided any copies of the correspondence he says he received.

On balance, I'm not satisfied that Mr S updated his address details, as he was required to do under the terms of his agreement. So, Erudio continued to write to him at the address held by its predecessor.

deferment

Mr S's loan became repayable in August 2007. There isn't any evidence that he asked for a deferment, or provided the lender with the necessary supporting information. The 60-month repayment term has also now ended. This means he can no longer ask for a deferment.

Therefore, Erudio is allowed to ask for the loan to be repaid in full.

inability to pay

Mr S says he isn't able to pay anything more than the amount being taken from his wages.

Erudio has offered to discuss setting up an affordable repayment plan if Mr S asks for one. This is reasonable in my opinion.

change of name

Mr S isn't happy that Erudio has been writing to him under a name he says he changed many years ago. But, as he accepts he didn't update the lender because he was abroad at the time, I can't agree that Erudio has done anything wrong.

Erudio has agreed to change the information on its system if Mr S provides the information Erudio asked for in its final response letter, which is reasonable.

my final decision

For the reasons given, I do not consider that Erudio Student Loans Limited has acted improperly. Therefore, I am unable to uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 2 March 2016.

Athena Pavlou
ombudsman