

## **complaint**

Mr C complains about the service that he's received from 1Plus1 Loans Limited in connection with his loan. In particular, he complains that he couldn't make early payments online, he was spoken to rudely, it didn't make proper checks before lending to him and his gambling problems weren't considered, and it didn't tell him that he could make a subject access request for copies of his call recordings.

## **background**

Mr C entered into a fixed sum loan agreement with 1Plus1 Loans in January 2017. The loan was guaranteed by a third party and was for £5,000 over 5 years with monthly repayments of £179.17. He complained to 1Plus1 Loans in March 2018 that he'd tried to make an early payment online but wasn't able to do so and had spent the money and that it had spoken to him in an unprofessional manner. 1Plus1 Loans sent a final response letter to Mr C and explained the arrangements for making payments and offered him £50 as a gesture of goodwill because it said that its adviser could've dealt with his call better. Mr C wasn't satisfied with its response so complained to this service. He said that it didn't make proper checks before lending to him and his gambling problems weren't considered, and it didn't tell him that he could make a subject access request for copies of his call recordings.

The investigator didn't recommend that this complaint should be upheld. He said that Mr C completed an income and expenditure assessment and that 1Plus1 Loans checked his credit file and verified his income before the loan was made – and it also checked the guarantor's income and expenditure. And he thought that the loan was affordable for Mr C and Mr C hadn't informed it about his gambling problems. Mr C had previously made early repayments and he concluded that Mr C was aware of the process for doing so. Mr C had requested recording of his calls with 1Plus1 Loans and it had agreed to send him transcripts of those calls. And he'd listened to the call recordings and concluded that the calls could've been handled better at times but that Mr C was quite aggressive – so he said that its offer to pay him £50 compensation was appropriate.

Mr C has asked for his complaint to be considered by an ombudsman. He says, in summary, that:

- 1Plus1 Loans' adviser and manager weren't professional and should've defused the matter;
- he wasn't rude until they both started speaking unprofessionally;
- he's wasted a considerable amount of time speaking on the phone and e-mailing 1Plus1 Loans about his complaint;
- he's made complaints in the past about other companies which did less wrong than 1Plus1 Loans but he got more compensation – and £50 compensation for the time spent on phone calls and the stress and inconvenience is an insult; and
- he's seeking £200 compensation and if he doesn't get it he will start small claims courts proceedings against 1Plus1 Loans for damages.

## **my findings**

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

A lender should make proportionate checks about the affordability of a loan before lending to a customer. What is proportionate will depend on the circumstances of the loan. Mr C

completed an income and expenditure assessment and 1Plus1 Loans checked his credit file and verified his income before it made the loan to him. I consider that those checks were proportionate for a loan of £5,000 with monthly repayments of £179.17 from a declared and verified income of £1,600. And I consider that it was reasonable for 1Plus1 Loans to conclude that the loan was affordable for Mr C on the basis of the information that it had gathered from those proportionate checks. There was some adverse information on Mr C's credit file – but I don't consider that that information was enough to show that he couldn't afford the loan. 1Plus1 Loans also checked the guarantor's income and expenditure – and I consider that it was reasonable for it to conclude that the guarantor could afford to make the loan repayments if Mr C didn't do so. I sympathise with Mr C for his gambling problems – but there's no evidence to show that he told 1Plus1 Loans about those problems before the loan was made to him. And I'm not persuaded that it should've done more checks or that it should've been aware of his gambling problems at that time.

Mr C complained to 1Plus1 Loans in March 2018 that he tried to make an early repayment but its systems hadn't been able to accept it and that he'd spent the money. Mr C had made previous early repayments to 1Plus1 Loans so he was aware of how to do so. It had explained to him how payments could be made when he took out the loan – and in its final response letter it explained some alternative ways that early payments could be made. I'm not persuaded that 1Plus1 Loans acted incorrectly in connection with the early repayment that Mr C tried to make. And I have no regulatory or disciplinary role in relation to 1Plus1 Loans – so I'm unable to require it to change the way that it conducts its business.

Mr C says that 1Plus1 Loans' staff were unprofessional and rude in their dealings with him. 1Plus1 Loans accepted that its adviser could've dealt with Mr C's call better – and it offered him £50 as a gesture of goodwill. It's clear that those were difficult conversations and 1Plus1 Loans' account notes refer to Mr C as having been aggressive and having used abusive language. I'm not persuaded that there's enough evidence to show that 1Plus1 Loans' staff were unprofessional or rude in their dealings with Mr C. His calls could've been dealt with better – but that doesn't mean that the staff were unprofessional or rude. And I consider that 1Plus1 Loans' offer to pay £50 to Mr C is fair and reasonable in the circumstances. I'm not persuaded that he's been caused distress and inconvenience to justify a higher award of compensation – and I'm not persuaded that there's any basis on which it would be fair or reasonable for me to require it to pay him £200 compensation.

Mr C asked for recordings of his calls with 1Plus1 Loans. It agreed to provide transcripts of those calls but it said that Mr C would need to pay the standard charge of £10 for that information. And it's provided evidence to show that it sent an e-mail to Mr C explaining that it would only provide call transcripts because it had checked with the Information Commissioner's Office that it would fulfil its obligations if it provided call transcripts to him and that he needed to pay it £10 before it would do so. I consider that its response to Mr C's request was fair and reasonable in the circumstances.

So I find that it would be fair and reasonable for 1Plus1 Loans to pay £50 compensation to Mr C – but I'm not persuaded that it would be fair or reasonable for me to require it to take any other action in response to Mr C's complaint. If he hasn't already done so, I suggest that Mr C contacts one of the organisations that provide help with gambling problems. One such organisation is GamCare ([www.gamcare.org.uk](http://www.gamcare.org.uk) - 0808 8020 133) which is a provider of information, advice, support and free counselling for the prevention and treatment of problem gambling.

**my final decision**

For these reasons, my decision is that 1Plus1 Loans Limited should pay £50 compensation to Mr C.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 August 2018.

Jarrold Hastings  
**ombudsman**