

complaint

Mr C complains about the adverse information that Zopa Limited has recorded on his credit file. He also complains about its customer service.

background

Mr C entered into a fixed sum loan agreement with Zopa in February 2016. The monthly payments were to be made by direct debit. But Zopa was unable to collect the direct debits. So it recorded adverse information on Mr C's credit file. He complained to Zopa but wasn't satisfied with its response so complained to this service. He also complained about the customer service that he received from Zopa.

The adjudicator didn't recommend that this complaint should be upheld. She considered the events about which Mr C complains – and his communications with Zopa - in detail. And she was satisfied that the information reported by Zopa was a true and accurate reflection of how the account was managed. And she said that Zopa was required to report accurate information and can't amend information that's correct. Mr C felt that the account was in dispute – but, that didn't mean he could stop making his contractual payments without consequences. She didn't agree that Zopa provided poor customer service – it acknowledged Mr C's health issues and explained the situation clearly to him. She said that Zopa had responded to each of Mr C's emails in a timely manner and answered the questions he asked of it – and its complaints manager made him aware that the account could be defaulted.

Mr C has asked for his complaint to be considered by an ombudsman. He says, in summary, that he was given incorrect information by both Zopa and its agent, that he was told that he could only pay the agent and he was told he needed to pay different amounts. And he says that Zopa continues to store incorrect information on his credit file.

my findings

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

Mr C entered into a loan agreement with Zopa and agreed to make monthly repayments. A direct debit was set up for those payments – but Zopa was unable to collect it. Between February 2016 and January 2017 only two payments were received by Zopa – and they were replacement payments and didn't come from the direct debit. I'm not persuaded that there's enough evidence to show that Zopa attempted to collect one (or more) direct debits before the payment due date. Nor am I persuaded that there's enough evidence to show that Zopa was at fault for not collecting the direct debits. So I consider that it was entitled to record late payment markers on Mr C's credit file.

Zopa also passed Mr C's account to a debt collection agent for recovery. Zopa accepts that its agent tried to collect a payment after the debt had been recalled – and it has apologised for that. Other than that, I'm not persuaded that there's enough evidence to show that Zopa (or its agent) has given incorrect information to Mr C or that Zopa has acted incorrectly in its dealings with Mr C. And I consider that Zopa has responded promptly and thoroughly to Mr C's communications.

I sympathise with Mr C for the health problems that he's suffered. But I find that it wouldn't be fair or reasonable for me to require Zopa to remove the adverse information that it has recorded on Mr C's credit file - or to take any other action in response to his complaint.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 29 May 2017.

Jarrold Hastings
ombudsman