

## **complaint**

Mrs and Mr E complain about the service they received from Express Debt Solutions Limited under their debt management plan.

## **background**

Mrs and Mr E's debt management plan (DMP) was set up in 2011.

Mrs and Mr E complained to EDS in 2016 about the service they'd received. And, being unhappy with its response, they complained to this service.

Our adjudicator thought Mrs and Mr E's complaint shouldn't be upheld.

Mrs and Mr E disagreed with the adjudicator's conclusions, so the matter's been referred to me to make a final decision.

## **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've decided not to uphold Mrs and Mr E's complaint and I'll explain why.

Mrs and Mr E say it's unacceptable that they've been paying towards their plan for nearly five years, only for EDS to withdraw it three quarters of the way through the plan term. They say setting up a DMP once is painful enough, but they say having to do it twice is unacceptable and highly stressful.

So, they say EDS should repay all the management fees they've paid.

EDS says before it decided to withdraw from the debt management market it held extensive discussions with an alternative provider, to ensure its customers had a smooth transition with the least disruption possible. And it says if Mrs and Mr E had decided to take out a DMP with the alternative provider, their debts would've been paid off quicker and they would've been in a better position than if it had continued offering its own DMPs.

EDS also says when Mrs and Mr E's DMP was originally set up, they signed and returned the terms and conditions as confirmation that they wished to go ahead with a DMP. And it says they were made aware, both verbally and in writing, of the process and the fees before they entered into the agreement. In addition, EDS says there's a disclaimer in the terms and conditions entitling it to make any amendments to the terms of DMPs, provided it gives customers at least 28 days' notice in writing of an amendment being made.

I see the terms and conditions of Mrs and Mr E's DMP allowed EDS to make changes. And I think this meant it had the right to discontinue its involvement in managing their DMP. I've seen evidence that it sent Mrs and Mr E a letter giving the required 28 days' notice of this change as required under the terms of their DMP.

I understand the stress which will have been involved in moving their plan to a new provider. And I've sympathy for Mrs and Mr E. But I don't think EDS did anything wrong in deciding to stop offering debt management services. And I see it put in place arrangements for an alternative provider to offer them a DMP on more favourable terms.

I note after receiving our adjudicator's opinion, Mrs and Mr E have said EDS should've told them when it was setting up their DMP that other organisations offered the same service free of charge. But financial businesses weren't required to give information of this kind to customers under the rules and guidance that existed at the time when Mrs and Mr E took out their DMP.

So, whilst I've sympathy for Mrs and Mr E, for the reasons I've explained I can't uphold their complaint.

### **my final decision**

I don't uphold Mrs and Mr E's complaint against Express Debt Solutions Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs and Mr E to accept or reject my decision before 8 March 2017.

Robert Collinson  
**ombudsman**