

complaint

Mr M's unhappy with the way Moneyplus Group Limited has handled a debt management plan. He believes he's overpaid and wants a refund.

background

Our adjudicator felt this complaint shouldn't be upheld. She said:

- We can't look at how the original debt management plan was set up as this was before April 2007 when our jurisdiction for these sorts of accounts started. And we can only look at what's happened in the last six years. Much of what Mr M complains about occurred before then.
- Even so it looks as if the plan was originally set up for a total amount of about £20,000. Payments of around £170 a month were distributed to his creditors. This means he's paid around £20,400 towards the debts not including fees to the debt management plan providers. He's paid more than the debt balances and has more to pay. But this is likely because of reduced interest that continued to accrue on some accounts.
- Overall, she can't see that any mistake has been made by Moneyplus. It's distributing Mr M's payments promptly towards the remaining five accounts and is regularly receiving balance updates from the creditors.
- There's no basis for her to uphold the complaint or make any award against Moneyplus.

Mr M doesn't agree and has asked for an ombudsman review. He still thinks he's overpaid and says there's a discrepancy between the opening balances and what's been said recently. He's paid more than the opening balances.

my findings

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

Some of the evidence in this case is incomplete, inconclusive or contradictory. So, I've made my decision based on what I think is more likely to have happened than not.

I agree with the adjudicator's conclusions for the same reasons.

As the adjudicator has said there are limits to what I can look at – not least given the time that's now gone by.

Mr M says he's paid more than the amount of the original debts. That may well be the case. But as the adjudicator has already pointed out it's likely that interest would've continued to accrue on some of the debts.

Taking everything into account I don't think I can reasonably conclude that Moneyplus has done anything wrong. And I don't think on balance that I can fairly or reasonably require it to make any refund to Mr M as he'd like.

Overall, although I recognise Mr M's frustration, I don't see any compelling reason to change the proposed outcome in this case.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 3 February 2017.

Stephen Cooper
ombudsman