

## **complaint**

Ms C complains about correspondence received from Erudio Student Loans Limited.

## **background**

Erudio wrote to Ms C about an outstanding loan. She had fallen into arrears with her payments and it had taken some time for it to contact her again.

The letter also referred to an exercise which it (Erudio) had undertaken to ensure that all loans were compliant with legislation. This had been completed said Erudio and now they wanted Ms C to make contact in order to arrange the repayment of her loan.

But Ms C was not happy with the letter and complained to Erudio. Erudio said it had done nothing wrong and reminded her that the balance remained outstanding.

When Ms C brought her complaint to this service, our adjudicator looked into matters for her but she did not think that Erudio had done anything wrong either.

The confusing term which Ms C referred to was explained to her and the adjudicator agreed that it could have been explained more clearly in Erudio's letter. But ultimately, Ms C was reminded that she had not suffered any loss as a result of the letter and that the debt to Erudio was still outstanding.

Ms C then made further submissions and complained about Erudio having passed her debt on to a third party debt recovery agency. She asked that an ombudsman consider her complaint.

## **my findings**

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

Ms C does not deny that the debt is hers. Her concern is that it was originally taken out with another company and that she had not heard from this company until she received a letter from Erudio.

I know that it has now been explained to her that Erudio took over from the previous loan company and it is perfectly proper for it to ask for repayment on that agreement. The fact that it did not do this for some time was due to Ms C moving and not updating her address with the previous company.

I accept that it could have explained the compliance exercise more clearly to Ms C and I would hope that it takes this on board for future communication.

In Erudio's final response, it advises Ms C that the debt remained outstanding and it asked that she get in touch. Ms C did not arrange for any repayments and so the debt was moved on to a third party.

I cannot see that Erudio has done anything wrong so it would be unfair for me to ask that it has the debt returned.

**my final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 26 May 2016.

Shazia Ahmed  
**ombudsman**