

## **complaint**

Mr N complains the information Erudio Student Loans Limited has sent him about arrears on his accounts is wrong. It sent this – and other information – to his old address. And he's worried information about the conduct of his accounts will be shared with others (particularly credit reference agencies).

## **background**

The details of this complaint are well-known to Mr N. So I only summarise them here.

Mr N says he'd been in dispute with the Student Loans Company (SLC) about the amount he owes on his accounts before it was transferred to Erudio. He says the responses he got from Erudio (and the SLC) to his concerns didn't make any sense.

Mr N got so frustrated that at one point he suggested Erudio simply default his accounts. He was now living abroad and didn't expect to return to the UK anyway. Erudio responded saying it might record this with credit reference agencies. That concerned Mr N – as the SLC hadn't taken this approach. He didn't; think Erudio could (or should) do so either.

All of the above was compounded by Erudio sending information to Mr N's old address. When Mr N made a formal complaint to Erudio it acknowledged it hadn't handled things as well as it might have done. Erudio explained the position about the arrears on Mr N's accounts and agreed to pay him £100 compensation. But it also explained the problems it'd encountered through only having access to information it'd been given by the SLC.

Mr N wasn't happy with how Erudio had dealt with his various concerns. So he contacted us.

One of our adjudicators looked into Mr N's complaint. In summary, he didn't think Erudio needed to do anything to put matters right. The address Mr N was now using had changed. But he hadn't told Erudio about this. Mr N assumed Erudio would pick it up from the complaint form he sent us. The adjudicator didn't think this was fair.

The adjudicator passed on copy statements and a spreadsheet from Erudio to Mr N. He was satisfied these showed clearly how the arrears had arisen. So he said Erudio didn't have to do anything more in this regard.

He also noted Erudio was entitled to report some information about how Mr N managed his accounts to credit reference agencies. The SLC had also had this option but chose not to use it. The key issue was that any information that was reported was correct.

Mr N didn't agree with the adjudicator's view. So his complaint's been passed to an ombudsman to review and issue a final decision on.

Mr N says the adjudicator didn't consider his complaint properly and the outcome was flawed. He now says it was our responsibility to make sure his address record with Erudio was updated. In summary he wants Erudio to cancel all the arrears on his accounts – he doesn't think it's right that we encourage him (and other customers) to send money to a company he doesn't know anything about and provides poor service.

## **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 can see Mr N feels quite strongly about what's happened here. That's clear from what he's said to both our adjudicator and to Erudio (and the SLC before that).

But I'm afraid I have to tell Mr N that he's largely wrong here. I agree with the adjudicator's assessment of his complaint. Indeed, there's relatively little I can usefully add to what the adjudicator's already told Mr N. I'm satisfied he looked into Mr N's complaint thoroughly and explained the position clearly.

I've also looked at the information the adjudicator's passed onto Mr N from Erudio. Whatever failings there may have been in the past, the information Mr N now has is clear. It sets out the amounts he's borrowed and the (relatively few) payments he's made. And they refer to the periods when Mr N's met the requirements in asking for deferments. The figures on the copy statements and spreadsheet tie up. So it's difficult to see why Mr N should now (continue to) dispute the amount owed.

It's not our responsibility to get Erudio to update Mr N's contact details. That's for him to do. I recognise he's moved around a lot and that won't have helped matters. But it is down to him to make sure Erudio has the most up-to-date contact details at all times.

Erudio's quite within its rights to report (correct) information about how Mr N's managed his accounts to credit reference agencies. The SLC was able to do this – but chose not to. That doesn't mean Erudio has to do the same thing.

But I do have some sympathy with Mr N's point about the lack of clarity in earlier communications from Erudio (and perhaps also the SLC). Some of it is quite confusing. However, that's very much in the past now. The position (about the amount owed) now seems clear.

Given how strongly Mr N feels about the problems he's experienced he might want to take them further through other routes. But my decision brings to an end what we – in trying to resolve his dispute with Erudio informally – can do for him. I'm sorry to disappoint Mr N.

## **my final decision**

For the reasons I've given, my final decision is that Erudio Student Loans Limited doesn't have to take any action to address the concerns Mr N's raised in this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 4 May 2016.

Andrew Davies  
**ombudsman**