

complaint

Mr M originally complained to CashEuroNet UK LLC, trading as QuickQuid, about irresponsible lending. He then made a second complaint, saying he was unhappy about how QuickQuid treated him when he informed them of his financial difficulty.

Only the complaint about how QuickQuid dealt with Mr M after learning about his financial difficulty has been referred to this service.

background

I issued a provisional decision on 11 September 2018. I've attached it here and it forms part of my final decision. The full background to the complaint is set out in my provisional decision, so I won't reiterate it here.

In my provisional decision, I explained why I thought the offer made by QuickQuid to settle the complaint was fair. QuickQuid didn't have anything else to add. Mr M did, he said:

- he only extended the loan "*in desperation*" because he was unable to make the repayment and wasn't aware QuickQuid could help with his financial difficulties
- after he did inform QuickQuid of his financial difficulties it "*treated [him] appallingly*" and didn't acknowledge his difficulties or offer to set up a payment arrangement

my findings

I've again considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've taken into account the law, good industry practice and any relevant regulations at the time.

Having done so, I've not been persuaded to depart from my provisional findings.

I can understand why Mr M asked to extend his loan if he wasn't able to pay the full balance on time. But Mr M didn't tell QuickQuid he was in difficulty at that time. So it wouldn't be fair to place blame on it for not taking action sooner and agreeing to extend the loan, as he had requested. I continue to think it wouldn't be fair to ask QuickQuid to remove the interest charge resulting from the extension.

I don't think it's really in dispute that QuickQuid wasn't as helpful as it could've been when Mr M did tell it about his financial difficulty. QuickQuid has accepted it could've done more. But by offering to remove the late two fees charged and remove the defaulted loan from Mr M's credit history, QuickQuid will put the account in the financial position it would've been in had it frozen interest and charges upon notification of Mr M's difficulties.

It's not the role of this service to 'punish' businesses when things go wrong. Rather, when things have gone wrong, we consider how it would be fair to put things right. I think the offer made by QuickQuid is a fair and reasonable way to resolve this complaint.

my final decision

My final decision is that the offer to refund the two late fees and remove the defaulted loan from Mr M's credit history is fair. CashEuroNet UK LLC must do what it's offered if Mr M accepts this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 24 October 2018.

Matthew Bradford
ombudsman

COPY OF PROVISIONAL DECISION

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 September 2018.

complaint

Mr M originally complained to CashEuroNet UK LLC, trading as QuickQuid, about irresponsible lending. He then made a second complaint, saying he was unhappy about how QuickQuid treated him when he informed them of his financial difficulty.

Only the complaint about how QuickQuid dealt with Mr M after learning about his financial difficulty has been referred to this service.

background

After the complaint was referred to this service, QuickQuid offered to refund two late fees which were applied to Mr M's account after he informed them of his financial difficulty. Mr M didn't accept this offer and said an interest charge should be refunded too.

As there was no agreement, the complaint's been passed to me to decide.

my provisional 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 taken into account the law, good industry practice and any relevant regulations at the time.

QuickQuid has already offered to refund the two late fees, so I don't need to address this issue. The only outstanding dispute is about the interest charge of 28 August 2012. Although it was applied to Mr M's account after he informed it of his financial difficulty, I've noted that the loan was extended at Mr M's request (via 'live chat' on QuickQuid's website) on 4 August – 19 days before he first let QuickQuid know about his financial difficulty. I've read the notes from the live chat and these suggest Mr M was told about the relevant charges.

The extension request is the only reason the extra interest charge became due. As Mr M asked to extend the loan before notifying QuickQuid of his financial difficulty, I don't think it would be fair to ask QuickQuid to refund the resulting interest charge.

I agree that QuickQuid could've deal with things better at the time it first knew about Mr M's financial difficulty. But it didn't add any new charges to Mr M's account beyond the two £12 late fees it has now agreed to refund. So I don't think Mr M will have lost out financially once QuickQuid has refunded the late fees.

QuickQuid has also offered to remove the loan entries from Mr M's credit file – an extra step I likely wouldn't have asked it to take if it hadn't offered. This will also be to Mr M's benefit.

my provisional decision

My provisional decision is that the offer to refund the two late fees and remove the defaulted loan from Mr M's credit history is fair. So I don't plan to ask CashEuroNet UK LLC to do any more than this.

[signed]

Matthew Bradford
ombudsman