

complaint

Mr K complains that Moneybarn No. 1 Limited took two payments in one month when he changed the date of his direct debit. The business says he was already in arrears; however Mr K says he called to make a payment to bring his account up to date, but the call handler couldn't confirm the status of his account. He was told someone would call him back and as they didn't he presumed he wasn't in arrears. Under the circumstances he doesn't think he should have to pay the outstanding monthly payment. He was also unhappy that the business wouldn't discuss the matter after it had issued its final response letter.

background

The adjudicator didn't consider this complaint should be upheld. Having listened to phone calls and reviewed all the evidence he accepted that there had been some confusion due to the combination of the arrears and the change of the direct debit date. However, he concluded that Mr K wasn't being required to pay more than he was supposed to under the agreement. He also thought that, despite the business not calling Mr K back, it was reasonable to conclude he was aware the account wasn't up to date. This had been explained in previous letters the business had sent to Mr K.

He also pointed out that the business wasn't obliged to continue discussions about the complaint once it had issued its final response letter.

my findings

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

In this case, I agree with the adjudicator and for the same reasons. I'm sorry to disappoint Mr K but I simply don't think that the business failing to return a call is reason for me to require it to write off one month's payment.

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 Mr K to accept or reject my decision before 8 March 2016.

Ivor Graham
ombudsman