

## **The complaint**

Mr P complains that ACI-UK Limited changed a payment plan without permission.

## **What happened**

Mr P has two accounts with ACI that have been subject to payment plans. In May 2023 Mr P contacted ACI to amend his payment plans to £1 a month for each account. On 18 May 2023 ACI wrote to Mr P to confirm the payment plans had been amended to £1 a month as requested and that the first payment would be due on 25 June 2023. ACI collected both payments of £1 on 25 June 2023 and applied them to the outstanding balances.

ACI says Mr P went on to amend the payment plan to £7.50 a month for one of his accounts. On 28 June 2023 a direct debit payment of £7.50 was applied to Mr P's account with ACI and returned unpaid. ACI went on to contact Mr P to say his payment plan had been broken.

Mr P quickly contacted ACI and went on to raise a complaint. ACI initially said that another customer's direct debit instruction had been mixed up with his which meant a payment of £7.50 had been incorrectly applied to his account. But ACI later withdrew that claim and said Mr P had amended the payment plan.

ACI issued a final response that said Mr P had instructed two separate payment plans to be claimed in June 2023, one for £1 and another for £7.50. ACI said that when the £7.50 payment was returned to Mr P's bank it caused the payment plan to be broken which is why it had contacted him. ACI didn't uphold Mr P's complaint.

An investigator at this service looked at Mr P's complaint. They explained that it wasn't clear from the information provided by both sides whether the £7.50 payment had been set up by Mr P or ACI. But the investigator thought ACI acted in a reasonable time to resolve the issue and confirmed it didn't impact his credit file.

Mr P asked to appeal and confirmed he hadn't set up a payment for £7.50. As Mr P asked to appeal, his complaint has been passed to me to make a decision.

## **What I've decided – and why**

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

I'm aware I've summarised the events surrounding this complaint in less detail than the parties involved. No discourtesy is intended by my approach which reflects the informal nature of this service. I want to assure all parties I've read and considered everything on file. I'm satisfied I don't need to comment on every point raised to fairly reach my decision. And if I don't comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues. My approach is in line with the rules we operate under.

All parties agree that Mr P's payment plans were amended to £1 a month on both accounts. I can see ACI wrote to Mr P on 18 May 2023 to confirm both accounts had a payment plan of £1 a month set up and that the next payment would be taken on 25 June 2023. ACI's provided statement evidence that shows payments of £1 were collected by direct debit from Mr P on 25 June 2023.

ACI says Mr P arranged another payment plan for one of his accounts around 25 May 2023 for £7.50. ACI's submitted systems evidence it says shows Mr P's online account was accessed and amended on 25 May 2023. And whilst I can't say from the report provided exactly what happened on 25 May 2023, it does appear to show Mr P's online account with ACI was accessed. In addition, when Mr P raised the issue with ACI after it contacted him to say his payment plan had failed, it went on to check the account name from where the funds had been sent. And the response from the sending bank confirmed that the funds had come from an account with a holder who has the same name as Mr P.

I understand Mr P has confirmed he didn't set up the second payment plan. But I also have to note that ACI has supplied evidence that indicates he did. I'm very sorry to disappoint Mr P as I can see how strongly he feels in this matter, but I don't think it's now going to be possible for me to say with real certainty which party was responsible for the £7.50 payment being collected and refunded.

When ACI first responded to Mr P it advised a mix up by another account holder had led to the payment of £7.50 being collected and returned. But ACI's since confirmed that answer was wrong and that, having checked with the bank that paid £7.50, it was confirmed the funds came from an account with the same name as Mr P. I'm satisfied ACI's correctly advised its initial response was made in error.

I've focused on what happened and the overall impact to Mr P. I appreciate Mr P was very concerned when he was contacted by text message to say his payment plan had been broken in early July 2023. But once Mr P complained, ACI looked at what had happened without undue delay. And ACI ultimately confirmed Mr P's payment plan of £1 a month hadn't been broken. In addition, ACI's confirmed that no missed payments or adverse information about the payments received in June 2023 was reported to the credit reference agencies.

I appreciate Mr P is upset by the way his account was handled. But, overall, I think ACI dealt with the situation fairly and quickly looked into what happened. I've not seen any evidence of a financial loss caused to Mr P due to the direct debit of £7.50 that was collected and returned. When Mr P complained, ACI wrote to him to acknowledge receipt and confirmed his £1 payment plans remained in place.

Overall, I'm satisfied that while something went wrong with Mr P's payment plan, ACI dealt with the situation fairly without unreasonable delays. I'm sorry to disappoint Mr P but I haven't found reasonable grounds to award compensation in this case. As I'm satisfied ACI dealt with Mr P's case fairly and ensured there was no lasting impact caused by what happened, I'm not telling it to do anything else.

### **My final decision**

My decision is that I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 20 February 2024.

Marco Manente  
**Ombudsman**