

## **The complaint**

Miss M complains about how Shawbrook Bank Limited dealt with her loan account.

## **What happened**

Miss M says she took out a Shawbrook loan in March 2023. She says she asked for the direct debit repayment date to be moved to the first of the month to take account of her wages payment date. Miss M says Shawbrook moved the first payment but not subsequent payment dates which has caused inconvenience and problems. She also complains about the interest charged for the first months repayment.

Shawbrook says it told Miss M why it was charging an extra days interest when it moved the payment date to 1 April 2023 and didn't make a mistake by applying it.

Miss M brought her complaint to us, and our investigator thought Miss M had been told why the first repayment was slightly higher. The investigator thought Miss M had clearly asked Shawbrook to move the direct debit to the first of the month which it had not done. And that Miss M was caused distress and inconvenience as a result. He recommended Shawbrook pay Miss M £150 compensation and move the payment date to the first of the month.

Miss M accepts that view, but Shawbrook hasn't responded.

## **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.

Having done so I have come to the same overall view as the investigator and for the same reasons.

I have looked carefully at Miss M's complaint form to us which I can see Shawbrook has a copy of and must be aware of. That form and the complaint makes clear what Miss M's complaint is about, namely the charging of extra interest for the first payment and the problems in changing the payment date to the first of the month. I say that as I don't think Shawbrook has addressed that second issue in its final response letter, but I'm satisfied Miss M made clear that was her main complaint and Shawbrook has had some seven months to investigate that issue. I can see Shawbrook says the payment dates should be the first of the month and I'm satisfied that I can make a decision on this complaint for the reasons I have explained.

I have listened to the telephone calls between the parties which took place when the loan was taken out and applied for. I'm satisfied Miss M asked to move the date of the loan repayment/direct debit to the first of the month and explained that was due to her receiving her wages on the last day of the month. It is clear from the call she was relieved when Shawbrook agreed to move the loan repayment date to the first of the month. I don't think there can be any confusion that Miss M wanted that arrangement for the loan duration.

During the call I'm satisfied Shawbrook told Miss M that as a result of the repayment date being moved there would be a slight increase in the interest charged that month which I think Miss M agreed to and understood. So, it follows I don't think Shawbrook made a mistake by making that charge and can see Miss M no longer takes issue with that.

The key part of the complaint is that Shawbrook didn't amend the repayment date after May 2023. I am satisfied Miss M was caused inconvenience and distress by that mistake. I accept what she has told us, that she needed to make alternative arrangements with her finances to make sure the direct debit is taken on occasions before she is paid. I'm also satisfied that Miss M has tried to resolve this issue but without success. I don't think Shawbrook has provided any account statements which provide a contrary view of the repayment dates and so I accept what Miss M says about that issue.

For those reasons I am satisfied Shawbrook should pay £150 compensation which I think is fair and reasonable and fairly considers that this issue has gone on for about half a year without being resolved.

### **Putting things right**

Shawbrook should pay £150 compensation and amend the repayment date as it said it would to the first of every month, for every month.

### **My final decision**

My final decision is that I uphold this complaint and order Shawbrook Bank Limited to pay Miss M £150 compensation and move her loan repayment date to the first of the month.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 9 December 2023.

David Singh  
**Ombudsman**