

## **The complaint**

Mr H has complained that Allied International Credit (UK) Ltd (AIC for short) repeatedly called him outside of the hours he asked them to.

## **What happened**

Mr H asked AIC to only call him from 9am onwards. But it continued to call him before 9am.

Mr H complained, and AIC accepts it did not raise this as a complaint when it should have. It apologised for that, but insisted it had called Mr H at reasonable times.

Our investigator looked into things independently and upheld the complaint, proposing that AIC pay Mr H £50 compensation and no longer call him before 9am. Mr H accepted this. AIC didn't reply, so the complaint's been passed to me to decide.

## **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.

While AIC may have been allowed to contact Mr H generally, and while there may not have been a specific prohibition for it to call him at the times it did, it should fairly and reasonably have respected his reasonable preferences.

Mr H asked AIC to only contact him from 9am onwards, and this seems like a reasonable request. It would not have been difficult for AIC to comply.

But AIC continued to call Mr H before 9am, repeatedly. This was not reasonable behaviour in these circumstances.

AIC also accepts that it failed to initially raise Mr H's complaint when it should have, which delayed things.

When a business gets things wrong, we often tell it to pay compensation, to recognise its mistake and the impact it had. Here, AIC's errors were small, but did cause Mr H some real frustration. Taking into account the impact this had and our guidelines for compensation, I agree with our investigator that £50 compensation would be fair to put things right here.

From now on, AIC should only call Mr H from 9am onwards, as well as following all the other guidelines about reasonable contact. I understand Mr H would like AIC to stop contacting him altogether, but as I noted before, it is generally allowed to contact him as part of handling his account. So I can't tell it to stop all contact across the board.

**Putting things right**

I direct Allied International Credit (UK) Ltd to pay Mr H £50 compensation, and to only phone him from 9am onwards.

**My final decision**

For the reasons I've explained, I uphold Mr H's complaint, and direct Allied International Credit (UK) Ltd to put things right in the way I set out above.

If Mr H accepts the final decision, Allied International Credit (UK) Ltd must pay him the compensation within 28 days of the date our service notifies it of the acceptance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 18 December 2023.

Adam Charles  
**Ombudsman**