

The complaint

Mr E complains about Arrow Global Limited's actions when trying to recover a debt.

What happened

In December 2011 Arrow acquired a credit card debt from the original lender. On 15 January 2012 Arrow sent Mr E a notice of assignment to confirm the balance of £2,610 and change in ownership of the debt. The original lender also wrote to Mr E and confirmed the outstanding balance and new arrangement.

Mr E has told us that Arrow has appointed different collections agents since 2011 and that he made some small payments in an attempt to halt the collections activity. The last payment Mr E made was for £5 in December 2014.

Last year, solicitors acting for Arrow contacted Mr E and advised legal action was being considered. Mr E asked Arrow to provide copies of his documents under a Data Subject Access Request (DSAR) in April 2019 but the information wasn't sent to him until August 2019.

Mr E has provided medical evidence to show he has suffered with depression for many years and throughout the period Arrow and its agents have contacted him. Mr E says the contact received from Arrow was upsetting, intrusive and unnecessarily aggressive.

In November 2019 Mr E complained about various issues relating to Arrow and the original lender's actions. Mr E said the debt was statute barred, that Arrow took too long to comply with his DSAR and that the collections activity had been unreasonable. Arrow responded to Mr E on 16 January 2020 but didn't agree errors had been made. It said the debt isn't statute barred and didn't agree that the collections action it had taken was aggressive. Arrow said there is an outstanding debt to pay and it has a legitimate reason to contact Mr E. Arrow also advised it complied with the DSAR as soon as Mr E provided the required documents.

An investigator at our service looked at Mr E's complaint but thought Arrow had dealt with it fairly and didn't ask it to do anything else. Mr E asked to appeal and pointed out that Arrow's agents had continued to contact him about the debt, despite being advised that the account was subject to an ongoing complaint. Arrow has since confirmed collections activity has been suspended. Mr E asked to appeal, so 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.

In line with the investigator's recent correspondence with Mr E, this service is only able to look at issues that occurred in the six years before he complained. Mr complained to Arrow in November 2019, so we can look back to November 2013. Mr E has confirmed he understands the approach taken.

Mr E has raised a number of separate concerns regarding his credit card account as well as Arrow's actions. For clarity, I'd like to explain that in this decision I'm only going to talk about Arrow's actions since November 2013. Arrow didn't approve the original borrowing and hasn't applied any interest to Mr E's debt. A complaint about those issues would need to be made to the original lender.

Mr E has told us that he feels the debt is statute barred but Arrow says it isn't. As our investigator has said, it's not the role of this service to say whether a debt is statute barred, only a court can do that. We decide complaints based on what is fair and reasonable in the circumstances of a case. A debt is generally considered to be statute barred if no payments or acknowledgement of it are made for a six year period. I leave it to Mr E to decide if he wishes to obtain legal advice about whether the debt is statute barred or not.

I can see that the DSAR wasn't completed following Mr E's first request. But Arrow has forwarded copies of its correspondence with Mr E and I can see that it was waiting for him to provide identification so it could comply. I'm satisfied that Arrow responded in good time once Mr E had sent it the required identification.

It appears that the main focus of Mr E's complaint relates to Arrow's long standing attempts to obtain repayment of the debt. Mr E has pointed out that Arrow has assigned at least five collections specialists (some more than once) since 2011, to try and recover the debt. As I've said above, our rules mean I can only look back to November 2013, so I've focused on the collection activity of Arrow and its agents since that date.

Mr E complains that Arrow's actions, and those of its agents, were unnecessarily aggressive and caused him to feel harassed. I can see that the request for repayment has gone on for a long time and that various parties have been instructed by Arrow to try and recover the debt. I've looked at each of the agents' record of contact with Mr E and also considered what he's told us about the amount of contact he's received.

I understand that, because of the difficult circumstances Mr E has told us about and his health problems, things have been very difficult. But, I have to take into account that Arrow acquired a debt and has a legitimate reason to contact Mr E and request repayment. So whilst I can see that Mr E doesn't want Arrow to contact him, I'm unable to agree it has acted unfairly by asking for repayment.

I've looked at the way Arrow's agents' contacted Mr E over the years. I'm sorry to disappoint Mr E but I didn't find evidence of harassment or an unreasonable level of contact. There have been periods where Arrow's agents have tried to call Mr E but the records don't show the level of contact was unreasonable. Mr E has forwarded a doctor's letter dated 19 December 2014 that he's advised was sent to Arrow. I've checked the contact notes from the time. I can see that on 8 December 2014 Mr E spoke with agents of Arrow and agreed to make payments of £5 a month.

On 2 February 2015 Mr E spoke with the agents again and said he would maintain the agreement to make payments of £5 a month. But there is no record that shows the letter Mr E has forwarded was received by Arrow or its agents. And Mr E doesn't appear to have told the agents acting for Arrow about the mental health issues he was experiencing at the time. I'm sorry to disappoint Mr E, but I haven't found that Arrow ignored his doctor's letter as it doesn't appear to have received it.

Mr E has also raised concerns about interest and charges applied to his account but Arrow hasn't added any to the balance since the debt was purchased. The account was defaulted on 30 July 2010 and Arrow took responsibility for reporting that when it acquired the debt.

But the default was only reported for a six year period and dropped off Mr E's credit file in 2016.

I'm very sorry to disappoint Mr E as I can see he has experienced a difficult period since Arrow bought his debt. But, I haven't found that Arrow or its agents' actions have been unreasonable or overly aggressive. I'm satisfied Arrow did acquire a debt in Mr E's name and that it has a legitimate reason to contact him to discuss options for repayment.

As I've said above, I can't say whether the debt is statute barred or not as that isn't the role of this service. If Mr E is experiencing financial difficulties or poor health that mean he is vulnerable or unable to repay the outstanding balance, he has the option of providing that information to Arrow so it can consider how to proceed. As I haven't found that Arrow has acted unreasonably and I think it's dealt with Mr E's complaint fairly, I'm not telling it to take any further action.

My final decision

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 18 January 2021.

Marco Manente
Ombudsman