

## **The complaint**

Mrs C complains about the way Arrow Global Limited has handled a debt which it bought in her name.

This complaint has been brought on her behalf by a professional representative.

## **What happened**

In 2011, Arrow bought a debt that it says Mrs C owed to a store card company. Mrs C made payments towards the debt until 2017.

Mrs C says she thought that she owed a sum of money which she'd been paying through a debt management plan. But after reviewing her debts, Mrs C was no longer sure whether she owed money or if so, how much.

Mrs C's representative says that as Arrow has such limited information about the account, it's not possible to say what term she's alleged to have breached which allows Arrow to collect the debt.

Mrs C doesn't think that it's fair of Arrow to ask her to pay a debt it can't prove exists and is currently unenforceable.

Ideally, Mrs C wants Arrow to write off any outstanding balance or at least cease collection activity until Arrow can prove the amount claimed.

Arrow partially upheld Mrs C's complaint as it couldn't provide the requested information. Arrow said it had updated Mrs C's account as being unenforceable meaning it would not take court action. But Arrow says the account is still outstanding so Mrs C should make her repayments.

The investigator didn't recommend that Mrs C's complaint be upheld. Given the length of time that had passed since the account defaulted in 2006, he didn't think it was unreasonable not to have a copy of the credit agreement or statements. The investigator thought that the information about the historic payments Mrs C had been making shows the balance is correct.

## **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.

As the investigator has already explained, this service can't declare a debt to be unenforceable – that's something only the court can decide. But I can still consider whether Arrow has acted unreasonably when pursuing repayment of the debt from Mrs C.

Arrow doesn't have a copy of the original credit agreement. But Mrs C's representative doesn't seem to dispute that she entered in to the credit agreement with the third party. I'm satisfied that Arrow has reasonable grounds to believe the debt is owed by Mrs C

I understand Mrs C's concern that the outstanding balance might not be correct. But the statement from Arrow's system shows Mrs C made regular monthly repayments against the debt. Arrow hasn't added fees or charges to the account and over several years the outstanding balance reduced to just over £410. Overall, I consider it more likely than not the balance is correct.

Arrow couldn't get a copy of the original credit agreement and has confirmed that the debt is unenforceable as a result. I'm satisfied that Arrow hasn't misled Mrs C or tried to take enforcement action against her.

I appreciate that it will disappoint Mrs C but I'm not upholding her complaint. Although the debt is unenforceable, I'm satisfied that Arrow is still able to contact Mrs C and request repayment. I've considered the concerns raised about the amount that Mrs C owes. But the information I've seen shows that Arrow was working based on information obtained from the original lender and the outstanding balance was correct.

I haven't found anything to show Arrow made a mistake and I'm satisfied it's dealt fairly with Mrs C's complaint. I'm not telling Arrow 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 Mrs C to accept or reject my decision before 8 April 2021.

Gemma Bowen  
**Ombudsman**