

## **The complaint**

Miss B complains that Lantern Debt Recovery Services Ltd is unfairly chasing her for a debt.

## **What happened**

Lantern bought an outstanding debt from company W in 2019. And it seeks repayment of the debt from Miss B.

Miss B says that it's unfair of Lantern to contact her by post after she requested only email contact. Miss B says Lantern shouldn't be asking her to pay a debt she can't afford to repay. Miss B thinks Lantern is harassing her. Miss B says that if Lantern can't show her a deed of assignment of the debt, it should write the balance off and stop asking her to repay the debt.

The investigator didn't recommend that Miss B's complaint be upheld. He said Lantern gave Miss B a notice of assignment and a signed credit agreement. The investigator was satisfied that Lantern owned the debt and that it was reasonable to ask Miss B for payment. The investigator didn't think Lantern needed to supply a copy of the deed of assignment.

Miss B disagrees with the investigator's recommendation. She says she knows that Lantern buy debts in bulk but that it would be possible to provide a copy of the deed of assignment with any sensitive information removed.

Miss B says she has felt intimidated by the letters and threat of court action. She doesn't understand why Lantern said it didn't have her authority to email her. She says Lantern removed her telephone number from its file.

## **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 explained, this service cannot declare a credit agreement to be unenforceable – that would be up to the courts to decide. But I can still consider whether Lantern has acted unreasonably when pursuing the debt from Miss B.

I'm satisfied that Lantern owns the debt as it sent Miss B a notice of assignment when it took the account over from W. Lantern has also given Miss B a signed credit agreement which I believe shows that Miss B opened the account with W. The statement of account sets out how much remains to be paid.

Although Miss B wants to see the deed of assignment, I can't say that it is unreasonable of Lantern not to give her a copy. Lantern explains the deed contains sensitive information between it and the creditor. And as I've said above, I'm satisfied that the notice of assignment that Lantern sent to Miss B is enough to show that it owns the debt.

Miss B says she wanted Lantern to email her rather than send post, but I don't think this means that Lantern was harassing her when it wrote to her. And I don't consider that Lantern's contact was excessive.

I also can't see that Miss B told Lantern that she only wanted contact by email until her letter to it of 3 March 2020. So I can't find that Lantern was wrong to send letters in the post before this time.

I appreciate that Miss B says she can't afford to repay the debt but I'm satisfied that Lantern has given her ways to make contact and come up with an affordable repayment plan. When dealing with a customer in financial difficulties, I would expect Lantern to act positively and sympathetically. But that doesn't necessarily mean writing off a debt or stopping all communication.

Overall, I don't consider that Lantern has dealt with things unfairly and I think it's reasonable for it to ask Miss B to repay the debt she owes.

### **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 Miss B to accept or reject my decision before 1 April 2021.

Gemma Bowen  
**Ombudsman**