

## **The complaint**

Mr R complains that Arrow Global Limited ignored his information requests and instead took legal action against him. Mr W wants Arrow to stop pursuing him for the debt.

## **What happened**

In 2012, company S assigned its rights to pursue payment of an outstanding balance on Mr R's credit card account to Arrow. In March 2019, Arrow outsourced the collection of the debt to a third-party debt collector, D.

D sent Mr R a letter before action in late March 2019. D says it didn't receive a reply from Mr R, so it started a County Court claim in the middle of May 2019.

D received Mr R's request for documents relating to the debt on 21 June 2019. Some documents were sent to Mr R, but Arrow hasn't been able to provide a copy of the default notice. Arrow says it has placed the court action on hold until it finds the default notice.

Mr R was unhappy that Arrow hadn't replied to his requests for information under the Consumer Credit Act 1974 (CCA) and then a Subject Access Request (SAR) under the Data Protection Act 2018.

Mr R says that the debt is unenforceable so Arrow and D shouldn't be asking him to acknowledge it.

The investigator didn't recommend that Mr R's complaint be upheld. He explained that this service can't declare a debt to be unenforceable. This would be for a court to decide. The investigator considered whether Arrow had acted reasonably when pursuing the debt and handling Mr R's information requests.

The investigator didn't think Arrow had ignored any requests for information about the debt. And the investigator was satisfied that once Arrow knew Mr R wanted more information, it gave him what it had.

Mr R doesn't agree with the investigator's recommendation. He asks why the investigator seems to have believed Arrow over him.

## **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 cases like this, where the evidence is inconclusive, I reach my decision on the balance of probabilities. That means I'll look at all the available evidence and decide what I think is most likely to have happened.

As the investigator has already said, this service can't declare a credit agreement to be unenforceable – that argument is better suited for the courts to decide. My role is to consider

whether Arrow has acted unreasonably when pursuing the debt and in dealing with Mr R's information requests.

The first time Arrow says it was aware of Mr R's information request was after the court claim had been issued. I appreciate Mr R says he'd asked for this information previously, but he hasn't given us further evidence to support this such as copy letters or proof of posting. So, on balance, I can't reasonably find that Arrow failed to respond to an earlier request from Mr R. This means, I can't criticise Arrow for taking legal action after Mr R didn't make any payments towards the outstanding debt.

Arrow has placed the court action on hold while it tries to locate the default notice. But I can't say that this means Arrow is acting unfairly if it contacts Mr R about the debt.

Arrow says it wrote to Mr R after it received his SAR as part of its data protection procedures. If Mr R hasn't responded to this letter already, then I suggest he does so.

Overall, I'm not persuaded there's enough evidence to show that Arrow has acted incorrectly in its dealings with Mr R. So, I find it wouldn't be fair or reasonable to require Arrow to take any action in response to Mr R's complaint.

### **My final decision**

For these reasons, my decision is that I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 22 March 2021.

Gemma Bowen  
**Ombudsman**