

## **The complaint**

Mr N complains NCO Europe Limited are harassing and intimidating him into repaying debts for two accounts that are unenforceable.

The debts are owned by another company, but as Mr N's concerns relate to NCO I've mainly referred to them in this decision.

## **What happened**

Mr N says since 2005 another company that supports people with their debts have been receiving a monthly payment from him – and paying this out to his different creditors. I'll call this company P.

In April 2020 Mr N says he discovered serious concerns about P and the advice they've been giving him – as he'd told them he thought the accounts were unenforceable, but they'd told him to keep paying his debts. Because of this he sought advice from other companies and was told his accounts had been unenforceable since early 2008 at least – meaning NCO can't ask for repayment of the debts. The advice Mr N received from two different sources was that he should ask for a copy of his original Consumer Credit Act (CCA) agreement. And he understood because of the age of the accounts NCO wouldn't have the agreements, meaning the account isn't enforceable. Mr N says he's made requests for the CCA and understands if it's not supplied within 12 working days from the first request the accounts are now unenforceable. Mr N says despite this, he's been receiving demanding letters and phone calls from NCO several times a week to make payment. Mr N added this harassment and intimidation by NCO is seriously affecting his and his wife's health.

NCO said they'd been managing the accounts on behalf of the owners since October 2012 for one account, and February 2013 for the second account. They explained Mr N had been in touch on 14 October 2020 to ask for the CCA. They said sorry but they were still trying to get it – and they upheld this part of Mr N's complaint as they said they'd not properly kept him up to date. But, they didn't agree they'd harassed Mr N – as they couldn't see any contact except when they'd replied to him after he got in touch.

Mr N also received a letter from the owner of the account, to say they'd marked it as unenforceable, on 31 October 2020.

As Mr N wasn't happy with NCO's reply to his complaint, he asked us to look into things. One of our investigators did so. He explained whether the debt is enforceable or not isn't something for us to decide, that's something for the courts to consider. He said what he could look at was whether NCO were acting fairly and reasonably in asking Mr N to repay the debts. And, having considered everything, he thought NCO were because they hadn't misled Mr N into thinking the debts were enforceable, when they weren't. Our investigator also didn't think NCO's contacts with Mr N amounted to harassment. So, he didn't uphold their complaint.

Mr N didn't agree with this. He set out his concerns in a phone call with our investigator which I've listened to, and subsequent written response which I've read. I've summarised the key points in my own words below:

- Mr N raised concerns about the agreements with P but were told to keep making payments.
- Mr N also said he was being harassed because he'd received nine calls from a number which he'd traced to NCO. But when he called the number back it didn't connect.

Our investigator did ask Mr N if he had any evidence about these phone calls, but he said he didn't have any evidence he could send in to us when asked on the phone – and he later confirmed that in writing. Our investigator explained NCO have provided their contact notes – but these notes didn't reflect the calls Mr N said he'd received. As Mr N wasn't happy with the outcome, our investigator made it clear Mr N should send in any further evidence he'd like considered, which he did. I've now been passed his case 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.

I think it's helpful to explain I'm only considering a complaint against NCO, rather than P. And, in deciding whether NCO have acted fairly and reasonably, I need to consider what they knew, and when, to decide this.

Mr N has made it clear the only reason the payments were still made towards this debt, is because he was advised to by P. But, as I understand his complaint, he's concerned about NCO harassing him to repay a debt he says is unenforceable.

From the information I have – which includes Mr N's explanation of events – NCO weren't contacted to ask for a copy of the CCA until October 2020. At this point, NCO said they needed to pass this to the owner of the accounts and would provide it when they can. I understand since then, the owner of the account has said they're unenforceable in a letter dated 31 October 2020, so they won't be contacting Mr N again.

Looking at NCO's contact notes, it seems they've only contacted Mr N for two reasons. The first was to explain they were offering Mr N a reduction in the amount of his debt if he paid it off in a lump sum. I've got copies of letters from 2015 onwards – and it seems there were usually at least three months between letters. I don't think I can reasonably say these were harassing or intimidating – on the basis they were infrequent and were offering Mr N an opportunity to repay less of his debt. I also can't see they've contacted him after 31 October 2020 regarding this.

The only other contacts I can see are NCO replying to Mr N's contact with them. I've looked at all the evidence I've been provided with, and not seen any concerns regarding these contacts either.

Mr N has mentioned receiving phone calls from NCO, and said they started within a very short period of him getting in touch with them. But he's not been able to provide any evidence of this when asked. I understand Mr N's suspicions – but, NCO's evidence doesn't show the calls he's mentioned, and he can't provide anything to prove this has happened. In the absence of evidence to show otherwise, I can't reasonably say they've treated him unfairly.

Taking everything into account then, I can't see that NCO have harassed or intimidated Mr N regarding a debt they knew was unenforceable. The account wasn't marked as unenforceable until 31 October 2020 – and although I understand Mr N had raised these issues before, this was with P, not NCO. Once he'd told NCO, it seems like they've taken the appropriate action – so I can't say they've acted incorrectly.

### **My final decision**

For the reasons I've explained above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 28 May 2021.

Jon Pearce  
**Ombudsman**