

The complaint

Mrs R complains that Intrum UK Limited is chasing her for repayment of an alleged debt which she believes is unenforceable. She says it hasn't supplied her with a copy of a regulated credit agreement she requested. She wants Intrum to stop its collection activities.

What happened

Mrs R tells us that in January 2020 she received a notice of assignment in relation to a debt it's alleged she owed to a business I'll call "T". The notice advised that Intrum had become the new owner of the alleged debt. Mrs R states that in accordance with the Consumer Credit Act 1974 (CCA) she sent a request to Intrum requiring that it supply her with a copy of the agreement relating to the alleged debt. She says that Intrum has failed to comply with her request. And has only sent her a copy of the application form – not the agreement itself. She believes this means the debt is unenforceable and she wants Intrum to stop trying to collect the debt from her.

Intrum told us that it had complied with the relevant sections of the CCA. And that it had sent Mrs R a copy of the agreement, copies of the terms and conditions applicable at the time the account was opened and when it was registered as defaulted. Together with a statement of the account.

Our investigator didn't recommend that the complaint should be upheld. She felt that Intrum had provided the documents that were required to meet its obligations under the CCA.

Mrs R didn't agree with this outcome. As it's not been possible to resolve this complaint an ombudsman's been asked to make the final 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.

I can see that Mrs R feels strongly about this matter. And I accept that she'd want to know that any business seeking to collect a debt from her was entitled to do so. I confirm that I've read her most recent statement about the circumstances along with the other material.

Mrs R's complaint amounts to alleging that Intrum hasn't sent her information with which it's required to supply her. She further suggests that the failure to supply this information means that the debt it's alleged she owes is unenforceable. And that Intrum should stop chasing her for the debt.

I'm aware that I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not responding to every single point made by all the parties involved. No discourtesy is intended by this. Instead, I've concentrated on what I think are the key issues here. Our rules allow me to do this.

This reflects the nature of our service as an informal alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

At the outset, I'll say that I don't think that I'm going to be able to provide Mrs R with the decision she would wish for.

During the course of her complaint Mrs R has made numerous references to matters of law. And she's quoted legislation that she considers to be relevant to her case. As an ombudsman, I don't apply the law – directly – although I have regard for it. My role is to determine this complaint on the basis of what I consider to be fair and reasonable.

What that means for Mrs R's complaint is that even if I agreed with her submissions on every point - and I don't - this wouldn't amount to a finding in law. Put simply, if Mrs R wishes for a legal declaration that Intrum hasn't complied with the terms of the CCA she would need to obtain such a ruling from a judge.

I've seen a copy of the disputed document with which Mrs R has been supplied. Mrs R considers it's only an application form. Intrum states that it's a copy of the regulated agreement.

I think the document can be fairly described as having a dual purpose. And to that extent there's merit in what both parties have said.

The document contains the following headline:

"Apply for your T card today". And it undoubtedly contains details which are in the form of an application. It lists personal and financial information relating to Mrs R. This appears to have been filled in by hand as it would be in an application.

But at the end of the form there is a section headed *"Your declaration"*. And there is a box which appears to contain Mrs R's signature. Immediately above the signature the following sentence appears:

"This is a Credit agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be bound by its terms."

I think it's clear that this document acts as both the application and the regulated credit agreement. And that by entering the details required and signing the form, Mrs R was both completing the application process and entering the agreement.

In my opinion, by providing the copy of this document - along with the terms and conditions and an account statement - Intrum has done sufficient to comply with its obligations under the CCA.

Finally, I'll briefly mention other issues which Mrs R has raised. An unenforceable debt remains a debt. Unenforceable means that the creditor cannot take court action in an attempt to recover the debt. It can use other permitted methods.

As I've already explained in relation to another aspect of this complaint, I'm not able to make a legal ruling on the issue of whether this debt is or is not enforceable. But I've seen nothing that persuades me that it's not fair and reasonable for Intrum to try and collect this debt from Mrs R.

In summary, I believe that Intrum has complied with requirement to provide a copy of the relevant regulated credit agreement to Mrs R. Along with the other information I've referred to above. As such I find that it's fair and reasonable for it to seek to collect the debt from her. Accordingly, I'm not upholding this complaint.

My final decision

For the reasons given above my final decision is I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 15 June 2021.

Stephen Ross
Ombudsman