

## **The complaint**

Mr H complains about the way that Moorcroft Debt Recovery Limited (trading as Moorcroft Group) ("Moorcroft") handled the collection of a debt.

## **What happened**

Moorcroft is handling the collection of a debt on behalf of a business I will refer to as "S". The debt relates to an outstanding overdraft balance on Mr H's joint bank account.

After Moorcroft asked Mr H to repay the debt, he complained. Mr H questions the actions of S and Moorcroft's authority to pursue him for repayment.

Moorcroft doesn't think it's done anything wrong and the investigator agreed. Mr H is very unhappy with the situation, so the complaint has come to me,

## **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 realise that I've summarised this complaint in less detail than the parties and I've done so using my own words. I've concentrated on what I consider to be the key issues. The rules that govern this service allow me to do so. But that doesn't mean I've not considered everything that both parties have given to me.

From reading the file, it appears that Mr H is also unhappy with the way that he's been treated by S. I should explain that I can only consider Mr H's complaint as it relates to Moorcroft's handling of the account it managed on behalf of S.

Mr H might dispute Moorcroft's right to ask him to repay the debt but I haven't seen anything in Moorcroft's communication that was harassing or unreasonable in nature. I think it was fair for Moorcroft to believe that it was entitled to pursue the outstanding balance on S's behalf. The terms and conditions of Mr H's joint account with S allow it to appoint an agent to recover debts. And S had told Mr H that it had appointed Moorcroft to manage his account.

Although Mr H has given this service evidence to show that his joint bank account came without any arranged overdraft facility, copy bank statements show the account was overdrawn. As I've said above, I can only consider Mr H's complaint as it relates to Moorcroft not S. If Mr H is unhappy about the overdraft on the joint account, he should raise this with S.

I'm satisfied that when Mr H complained, Moorcroft forwarded his complaint to S for further investigation. Moorcroft also said that it would suspend collection activity until S replied. Again – I think this was a fair and reasonable response to Mr H's concerns.

I'm sorry that my decision is likely to disappoint Mr H but overall, I don't consider that Moorcroft has done anything wrong or treated Mr H unfairly. It follows that I don't uphold his complaint.

**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 Mr H to accept or reject my decision before 3 March 2022.

Gemma Bowen  
**Ombudsman**