

The complaint

Mr M complains that Arrow and its agents didn't send him documentation to show it owns a valid debt in his name. Mr M also complains that Arrow closed and default his account.

What happened

Mr M had a credit card with another business (V) that was sold to Arrow in July 2019. Arrow sent Mr M a Notice of Assignment (NOA) to confirm the new arrangements. Arrow appointed a third party (N) to contact Mr M and try to collect payments.

In April 2020 N contacted Mr M and he asked it to send him documentation that supported its request for payment. N responded and confirmed it would process his request but didn't.

No payments were made and the account was closed with a default reported on Mr M's credit file. The account was terminated in April 2021.

Mr M complained and Arrow issued a final response on 16 July 2021. Arrow agreed N should've sent the documents Mr M requested to him and apologised for the error. Arrow sent Mr M a cheque for £50 for the inconvenience caused. But Arrow didn't agree it had acted unfairly by closing the account and reporting a default on Mr M's credit file. Arrow arranged for information supporting its claim the debt had been purchased from V to be sent to Mr M.

Mr M referred his complaint to this service and it was passed to an investigator. They thought Arrow had dealt with the complaint fairly and didn't ask it to do anything else. Mr M didn't agree and said it had taken too long to close and default his account. Mr M also said he wanted to see a copy of the original credit agreement and a break down of his accounts. As Mr M didn't accept the investigator's view, his complaint has been passed to me to make a 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.

As there are different parts to Mr M's complaint, I'll look at each in turn. Mr M says Arrow failed to send him documentation to show the debt it was seeking to collect is his. Mr M has asked to see a copy of his original credit agreement but Arrow has sent him information from its systems. Mr M has also asked for a breakdown of the account and a copy of the NOA.

The Financial Ombudsman Service considers complaints on a fair and reasonable basis. I've considered whether there's sufficient evidence on file to show whether Arrow is fairly contacting Mr M about a debt it owns. Arrow has provided a copy of its NOA that confirmed the debt was acquired from V in 2019 and the outstanding balance at that time. I know Mr M wants to see a copy of the original credit agreement. But that's not available. In its place Arrow has provided a copy of the original application from V. I think that's reasonable in the

circumstances. I don't think Arrow would've been able to obtain a copy of Mr M's original application if it hadn't purchased the account from V.

I can see Mr M asked for a breakdown of his account and statements. Arrow has provided statement information from the period its owned the debt. I've seen the statements and they show the account balance its seeking to collect is in line with the NOA Arrow sent. The original credit card with V was opened in 2014 so it's unlikely Arrow would be in a position to supply statement information going back that far. Mr M has the option of asking V to provide historic credit card statements.

I'm satisfied there's sufficient information to show Arrow purchased Mr M's credit card debt from V in 2019 as it claims. As I'm satisfied Arrow acquired a debt in Mr M's name, I haven't been persuaded it's unfair for it to contact him to ask for payment. I note Mr M says the debt is unenforceable. But that's something for a court to decide. We're an alternative to the courts and I haven't found Arrow's treated Mr M unfairly.

Mr M asked N to provide supporting evidence to show Arrow acquired his credit card debt but it failed to respond. Arrow paid Mr M £50 and apologised. I think that's a fair way to resolve this part of Mr M's complaint. I don't think the move to default Mr M's account was impacted by N's delay. As Mr M has confirmed in his response to the investigator, the account had been in arrears for a number of years. I can see Arrow sent Mr M correspondence to confirm his account would close before the default was registered. I'm satisfied Arrow followed the right process before closing and defaulting Mr M's account.

In Mr M's response to the investigator he pointed out he was making payments of £4 a month from 2016 and says it took too long to close and default his account. This isn't an issue I can see Mr M has previously raised with Arrow or V. We can't look at a complaint unless a business has already had the chance to investigate and issue its final response. I leave it to Mr M to decide whether he wishes to raise this point with the businesses involved.

I'm sorry to disappoint Mr M but as I'm satisfied Arrow has dealt with his complaint fairly I'm not telling it to take any further action.

My final decision

My decision is that I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 March 2022.

Marco Manente
Ombudsman