

The complaint

Ms E complains Arrow Global Limited have chased her for an overdraft debt which she says they shouldn't have.

A number of companies have contacted Ms E about this debt, but as all were acting on behalf of Arrow, I've just referred to Arrow in this decision.

What happened

Ms E says her husband ran a joint account without her knowledge – and this account had an overdraft. Ms E divorced her husband a few years later due to domestic violence. When she found out about the account, she saw the overdraft hadn't been repaid so began making repayments.

Ms E says Arrow keep harassing her and saying it's a joint debt, so why not contact him – as they'd calculated she'd paid more than half. Arrow said they couldn't find him, but she said she found details within a few minutes. Ms E says Arrow want her to contact him, but she said there is no way she'd do that given she she'd fear for her physical safety. Ms E felt Arrow were harassing her to pay the debt as she'd been told she'd paid her half and the account against her was closed, but then they continued contacting her. Ms E's stated aim is for Arrow to get her ex-husband to pay the remaining debt.

Arrow said they understood Ms E's complaint was that their contact was harassing, they'd closed the account against her as she'd paid her half, and they'd pursue the other party. Arrow said they bought the overdraft debt from a bank, and the account was in joint names. Because of that, the balance on the account is both parties' responsibility until it's been repaid. Arrow said they couldn't see they'd agreed to close the account and not ask her to repay the debt. Because of that, they also didn't agree with Ms E's concerns about harassment, and overall didn't uphold her complaint.

Unhappy with this Ms E asked us to look into things. One of our Investigators did so. He didn't think Arrow had done anything wrong in pursuing the debt, aside from sending multiple letters to Ms E's address which were addressed to her ex-husband. For this, he awarded £150.

Ms E accepted this outcome, saying her personal circumstances had changed, and she wouldn't be able to afford to repay the debt now anyway. Arrow replied and said they hadn't acted unfairly in asking Ms E to repay the debt. Because they didn't agree, the complaint's been passed to me 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 worth saying up front it appears Arrow have misunderstood the outcome our Investigator reached. He agreed Arrow had acted fairly in pursuing the debt, but felt the letters sent to Ms E's ex-husband at her address caused distress.

From my perspective, generally I'll only focus on what remains in dispute. So, as Ms E accepted our Investigators outcome, and Arrow appear to have misunderstood the outcome:

- I agree Arrow have acted fairly in pursuing Ms E for the debt – most joint accounts are held on the basis either party can be held fully responsible for the debt. I've not seen anything to suggest Ms E is no longer responsible for the debt or that Arrow told her she'd no longer have to pay towards the debt.
- Like our Investigator I can't share the details, but I can see Arrow have been attempting to contact Ms E's ex-husband regarding the debt. So, although I understand her frustrations at his lack of reply, I can only assess Arrow's actions. And I find they've done what I'd have expected.
- Ms E have said Arrow have harassed her in the context of she'd already paid her half. As I've set out above, she can be held responsible for the entire debt. So, I don't think Arrow have acted unfairly by continuing to contact her and ask her to repay it. Nor do I find, when considering the contact in isolation of these circumstances, Arrow were contacting Ms E unreasonably.

I do though agree with our Investigator compensation of £150 is due. I say this because Arrow wrote to Ms E's address on multiple occasions with letters addressed to her ex-husband. In the very difficult circumstances Ms E has described, I do think she's been caused distress for something which clearly shouldn't have happened. I also think it's appropriate for Arrow, and their agents, to remove any record of Ms E's ex-husband at her address. Arrow, and their agents, should also take steps to guard against this happening in the future as well.

Finally, Arrow have said Ms E hasn't made a payment towards the debt since 2018, and she's said she can't afford the repay the debt now anyway. Arrow are required to treat Ms E positively and sympathetically when she's in financial difficulties. Ms E should consider discussing her financial circumstances with Arrow – likely if she did, they'd ask her to complete an income and expenditure form. This should tell them whether she can or can't afford to repay anything towards the debt. If Ms E finds Arrow don't help her following this, and she thinks they should be, then she can raise a new complaint.

My final decision

My decision is I partially uphold this complaint and require Arrow Global Limited to pay Ms E £150 compensation and arrange to remove any record of her ex-husband from her address on their or their agent's systems.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms E to accept or reject my decision before 20 September 2022.

Jon Pearce
Ombudsman