

## **The complaint**

Mr C is unhappy that Arrow Global Limited has asked him to repay a debt without giving him evidence that he's liable for it.

## **What happened**

In May 2012 Arrow bought an outstanding debt in Mr C's name. The debt relates to a credit card with a business I will refer to as "B". Mr C took the credit card out as a student in the late 1990s but says the debt has since been written off.

Mr C made token monthly payments against the debt for several years until around February/March 2017. In late 2017, at Mr C's request, Arrow sent him a copy of a signed credit card application form. Mr C complained to Arrow in late 2021. He disputed Cabot's ownership of the debt and wanted it to validate the debt instead of just sending him a copy of the application form.

Arrow told Mr C that it became the owner of the debt in May 2012 and that it had sent him a notice of assignment shortly after. Arrow said that a copy of Mr C's credit agreement had already been issued to him and that this showed the debt was enforceable.

The investigator didn't recommend upholding Mr C's complaint. She was satisfied that Arrow owns the debt. The investigator explained that she couldn't say if the debt was unenforceable. But based on the information we had, the investigator didn't think it was unreasonable of Arrow to ask Mr C to repay the debt.

Mr C was unhappy with the investigator's recommendation. He says that Arrow has only sent him a copy of the credit application form and not the signed credit agreement itself. Mr C says the debt is statute barred and feels that Arrow is harassing him for payment when he doesn't have any agreement with it.

## **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 this doesn't mean that I've not considered everything that both parties have given to me.

Mr C is unhappy that Arrow hasn't given him validation of the debt because all that it has sent to him is a copy of the signed credit card application. This service can't declare a debt to be unenforceable or statute barred – this would be for a court to decide. With that said, even if it were to be found that the debt wasn't enforceable, that doesn't mean the debt wouldn't still exist. It's just that Arrow wouldn't be able to take certain legal action to recover it.

Even though I can't declare the debt to be unenforceable, I can still consider whether Arrow has enough information to be able to reasonably ask Mr C to repay the debt. Arrow has given us a copy of a signed credit card application that it sent to Mr C. And it has provided a copy of the notice of assignment that it sent. I appreciate Mr C says he didn't receive the original notice of assignment but this doesn't mean Arrow didn't send it. Arrow also has evidence that Mr C has been repaying the debt over several years so I can't see there's any dispute that Mr C took the credit card out in the first place. I think Arrow has done enough to show Mr C that it owns the outstanding debt and that it's entitled to try and collect it.

Arrow has sent Mr C annual statements for some years. He has kindly given this service a copy of the annual statement that Arrow sent to him in October 2021. I don't find that Arrow has harassed Mr C by sending him annual statements as required by law.

If Mr C still thinks the debt had already been written off, I recommend that he approaches B with his concerns if he's not already done so.

Overall, I'm not persuaded that Arrow has treated Mr C unfairly so I don't require it to take any action in respect of his complaint. I'm sorry if this comes as a disappointment to Mr C.

### **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 C to accept or reject my decision before 25 July 2022.

Gemma Bowen  
**Ombudsman**