

## **The complaint**

Mr L has complained about ACI-UK LIMITED, saying that they tried to take payments after a debt was recalled.

## **What happened**

Both sides are most familiar with the case, so I'll summarise things in brief.

In February 2022, Mr L's loan account was sold on in error. The new debt owner asked ACI to service the account. Mr L was in a debt management plan with StepChange, so ACI got in touch with StepChange to let them know they should forward any future payments to them now, instead of the original lender. They did this via a bulk communication.

Mr L then let ACI know the debt was in dispute. ACI put things on hold. The original lender's administrators confirmed the account was sold in error, so ACI started the recall process.

In March 2022, StepChange confirmed the account was transferred to ACI, but then was removed from Mr L's debt management plan a few days later without any payments being taken.

Mr L argues that this means ACI tried to chase him and take payments while the debt was on hold and after they knew it needed to be recalled.

Our investigator looked into things independently and didn't uphold the complaint. Mr L didn't agree, so 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.

First, I understand that Mr L has gone through a truly tough time in general, and so he has my sympathy. I can certainly appreciate that he wants to avoid further stress.

I also appreciate why he feels that ACI may have acted inappropriately, not least as there have been a lot of different dates mentioned in the correspondence, and it looks like perhaps the different parties got their wires crossed along the way.

I should explain that debt collectors (such as ACI) and debt management companies (such as StepChange) deal with very large numbers of accounts. So instead of sending lots and lots of individual emails about each individual account, they'll often communicate with each other in bulk, sending details about many different accounts all at once.

Here, ACI added Mr L's account to a regular bulk communication they had with StepChange, to let StepChange know that ACI were now servicing the account and that any future payments should be made to them instead of the original lender. And this was added on 10 February – before ACI were told about the recall, and before the account was on hold. At that point, ACI didn't yet know the account had been sold on in error, and as far as they knew they were just collecting a debt in good faith. It was also what ACI said they would do in the notice of assignment they sent Mr L. So I don't think they got things wrong there.

These bulk communications often take time to go through and to get processed, since they involve so many accounts. So StepChange didn't transfer the debt to ACI until 10 March. To clarify, that doesn't mean that ACI *contacted* StepChange on 10 March, though I understand where Mr L's misconception has come from. It just means that on 10 March, StepChange updated things on their end to reflect that they should deal with ACI instead of the original lender. StepChange confirmed that *they* updated *ACI* on 10 March – not the other way around.

Of course, by 10 March, ACI had already started the process to recall this debt. So they never actually took any payments from StepChange, and on 14 March the debt was removed from Mr L's StepChange account.

So I have not found that ACI tried to take any undue payments once they knew the situation. As far as I can see, they let StepChange know they were dealing with the account, then they recalled the debt after they found out it should not have been sold on. No payments were taken. Further, from what I've seen, ACI did not chase Mr L for this debt or send him any collections correspondence after the account was put on hold.

I can certainly understand why Mr L would've felt stressed about the prospect of a payment being taken for an account he shouldn't be paying for. But ACI didn't actually take any payments – by the time StepChange transferred the debt to ACI, ACI had already started the recall process. And generally speaking, we only award compensation for things which actually happened, rather than things which could have happened but didn't.

Really, I think the main source of the problem here was that the debt was incorrectly sold on in the first place – and that was done by the original lender, rather than ACI. From what I've seen, it looks like ACI acted broadly reasonably based on what they knew at the time.

So while I understand where Mr L is coming from, I do not make an award against ACI.

### **My final decision**

For the reasons I've explained, I don't uphold Mr L's complaint in this particular case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 24 August 2022.

Adam Charles  
**Ombudsman**