



The complaint

Ms M has complained that Arrow Global Limited have been pursuing her for a debt which she feels she doesn't owe.

What happened

This complaint surrounds a "Choice" branded consumer credit account that was opened in 1998, defaulted in 2003, and was eventually sold to Arrow in 2011.

Ms M confirmed she had a Choice account, but said the account references don't match. She also said she had cleared her Choice balance, and she provided a statement from 2002. She said she'd only started making repayments in 2007 because of threatening contact. She felt Arrow and their agents had harassed her, and she felt they owed her a refund of the repayments she'd made.

Our investigator looked into things independently and didn't uphold the complaint. They spoke to the lender and found that the account references and balances did link up – the references had just changed over time as the account had changed hands.

Ms M didn't agree and asked for an ombudsman to review her case afresh, 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.

I can certainly understand why Ms M would want to make sure that she's been paying towards an account she actually owes.

However, I can see from the lender's records that Arrow's account reference matches up with the old Choice account reference that Ms M confirmed was hers. They're the same account. The references just changed over time when the account changed hands – that does often happen when a new company takes over, and is normal.

The account was opened in Ms M's name, at an address she'd confirmed she lived in at the time, and the dates and amounts match up. I'm satisfied that this was the same account that Ms M confirmed was hers.

I understand Ms M thought she'd paid this account off, and I can see that she provided a statement with a zero balance. But that statement was dated a significant amount of time before the account was defaulted or sold on. And this was a revolving credit account, so Ms M was able to run up a new balance even after she'd paid off her old one, similarly to a credit card. So this statement does not prove that there was no debt after that point. And both Arrow and the lender's records are clear that the account defaulted with an outstanding balance – and their records match up.

If Ms M feels that the lender got her balance wrong, then that would need to be looked at against the lender, rather than Arrow – the balance was run up long before Arrow were ever involved. I can see that our investigator has helped Ms M get a separate case set up against the lender.

Since this was a genuine account of Ms M's, I don't think Arrow need to refund her repayments. As far as I can see, those were legitimate repayments for a legitimate debt. And I can see that the payments reduced the outstanding balance as they were supposed to.

I understand Ms M feels that Arrow and their agents harassed her. But since Arrow were pursuing a genuine account of Ms M's, they had a legitimate reason to contact her. And having looked at the contact history, I cannot see that they communicated with Ms M excessively or unreasonably.

I'm sorry to hear that Ms M was unhappy with some contact she received in 2007. But that contact was made by a wholly different company, some years before Arrow owned the account. So I cannot consider that in a case against Arrow or hold Arrow responsible for it.

I hope I can reassure Ms M that it's normal for debts to be sold on like this. Arrow and their agents still have to treat Ms M fairly, so for example her repayments should be based on what she can actually afford. Ms M may want to get back in touch with Arrow or their agent to see what assistance they can give her in repaying the account. I'll also send her the details for charities who can give her free, impartial advice about dealing with debt. And Ms M can always get back in touch with us as a separate case if she later feels that Arrow aren't taking account of her circumstances when working out a payment plan.

But as things stand now, I have not found that Arrow did anything substantially wrong in this case, and I think it's reasonable for them to ask Ms M for repayments on the debt she owes.

My final decision

For the reasons I've explained, I don't uphold Ms M's complaint in this case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 12 October 2022.

Adam Charles
Ombudsman