

## **The complaint**

Mr K complains JC International Acquisition LLC (JC) have harassed him regarding a debt.

## **What happened**

There are several parties involved in this complaint:

- C – they were the original lender
- JC – they are the current owners of the debt
- B – they are the debt collectors appointed by JC to speak to Mr K about the debt
- M – a firm of solicitors JC seems to have asked to pursue the matter with Mr K

As I understand it JC are asking Mr K to repay a debt they say he accrued with C. This account was defaulted, and C sold the debt to JC on 3 February 2020. JC are seemingly satisfied Mr K is the right person to ask to repay the debt and have at times asked B and M to contact Mr K over repayment of the debt.

Whenever a debt purchaser buys a debt from another company, they're required to send what's called a Notice of Assignment (NOA). This tells the customer that their account has moved from the original lender to another company.

Mr K disputes the debt which he raised with C as well as JC. He was also unhappy JC hadn't sent a NOA, and that M had started legal action against him. In a second later complaint he said he'd raised a Data Subject Access Request (DSAR) to both JC and B who failed to comply with this.

In their first response, JC explained C had replied to him about the debt, so they wouldn't do anything here. In respect of the NOA they'd asked B to send it, but B hadn't and they were sorry for this and said they would send one out. And, once JC realised the NOA hadn't gone out as expected, they recalled the debt from M before litigation took place. The NOA was subsequently sent 6 November 2020.

Dealing with Mr K's second complaint JC said they'd found the call Mr K had with B on 3 March 2020. In it, they said Mr K only asked for a copy of the credit agreement for the account with C – so this wouldn't be a DSAR, it'd be a Consumer Credit Act request. JC added B told Mr K they'd need to take him through some data protection questions to action the request – but he refused.

JC say because Mr K refused to complete these questions, B didn't have to do anything further – but in good faith did forward the request for a copy of the credit agreement to them. They then asked C to provide the credit agreement. By 25 August 2020 B hadn't received the credit agreement, so they closed the account with them – but JC investigated further, and on 5 November 2020 they did provide the credit agreement to Mr K. JC added they'd since shared all the information they held about Mr K with him.

Unhappy with this Mr K asked us to look into things – explaining he was harassed for about nine months and his account was passed to M when it shouldn't have been.

One of our Investigators ultimately upheld the case, saying JC should pay Mr K £100 compensation for not sending the NOA within a reasonable period of time.

JC accepted this, but Mr K didn't, he said he'd accept £250 plus no more contact from JC or their agents. He also raised new issues about JC's contact, and about receiving all the documents.

Our Investigator still felt £100 was fair, the new issues were ones he'd have to raise with JC first, and that Mr K had received all the documents he'd relied on. Ultimately Mr K didn't accept this outcome, 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 think it's important to firstly explain I've read and taken into account all of the information provided by both parties, in reaching my decision. I say this as I'm aware I've summarised Mr K's complaint in considerably less detail than he has. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint.

I can see issues regarding C and whether the account was Mr K's have been addressed in separate complaints – so I won't comment on those further here.

It seems to have been accepted the debt was Mr K's, so at face value it's reasonable for JC or an agent they employ to contact Mr K and ask for repayment of the debt.

In respect of the NOA it took JC nine months for this to be sent. I do understand they asked B to send this, but as owner of the account they are responsible for any issues that occur. So, here, as B didn't send this that's JC's responsibility. Generally speaking, we'd expect a NOA to be sent quite promptly after the debt purchaser has taken over the account. So, I do think compensation is fair for this issue and I'll consider this at the end.

I note this is linked to what happened with M also. At the point JC asked M to start legal proceedings they didn't realise the NOA hadn't been sent to Mr K. So, I think JC acted fairly by taking the account back from M. Again, I'll consider this at the end.

Mr K has said he's been harassed by JC and their agents. Harassment is a criminal offence, so that isn't something our service can rule on – and if Mr K wants a ruling on this he'd need to take the matter to court. But, what I can do is look at whether JC and their agents' contact is fair and reasonable in the circumstances.

Up to the point of the complaint being made, as that's all I'm able to consider, I'm satisfied it was. JC, B and M have all asked Mr K to make payments towards the account. The account itself was ultimately confirmed as being Mr K's. So, I can't reasonably say they've acted unfairly in asking Mr K to make payments to his own account. I've also considered whether the tone of the contact was overly threatening or inappropriate – and I don't think it was.

As for the DSAR, Mr K did only ask for a copy of the credit agreement on the phone call, and that has since been provided. I'm aware he thought he'd raised a DSAR, but I'm satisfied he

didn't. Since then, I understand B have said a DSAR has been completed. If Mr K has concerns about this, he should consider contacting the Information Commissioner's Office.

### *Other issues*

Mr K has raised other concerns, such as additional contact from JC after the complaint was raised with our service. I can see we've explained debt collectors aren't required to put collection activity on hold while we're considering matters – though they can if they wish. Ultimately, if Mr K wishes to raise any new issues, he'll need to raise them to JC first and allow them time to investigate and provide a response. This is because the rules under which our service operates don't allow us to consider complaints unless this has happened first.

### **Putting things right**

Overall then it seems JC haven't done anything wrong regarding contacting Mr K or in relation to the DSAR. They did delay sending out the NOA which seems to have led to additional issues including legal action being mentioned when that wasn't appropriate at that point. Our Investigator recommended £100, which JC accepted. Having considered this, I think it's a fair amount to put matters right.

I think it's important to emphasise as things stand it appears Mr K has a debt that is legitimately owed to JC. I'd encourage him to work with JC in repaying this debt.

### **My final decision**

I partially uphold this complaint and require JC International Acquisition LLC to pay Mr K £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 2 June 2023.

Jon Pearce  
**Ombudsman**