

The complaint

Miss W complains that Intrum UK Limited gave the wrong outstanding balance in a Notice of Assignment (NOA) it sent.

What happened

Miss W had an account with another business I'll call L that was sold to Intrum. On 4 November 2022 Intrum sent Miss W a NOA that said it had purchased the debt from L with an outstanding balance of £1,142.40

Intrum says that on 7 November 2022 it noticed the outstanding balance figure in its NOA was wrong as it should've been £2,236.13. Intrum says it placed the account on hold while it looked into the mistake.

On 14 November 2022 Miss W spoke with an agent at Intrum and asked about the outstanding balance. The agent advised Intrum was unable to confirm the correct outstanding balance for the debt at that time and asked Miss W to call back and confirm around a week later. The accounts were placed on hold in the meantime and the agent agreed to take payment when Miss W called back.

On 17 November 2022 Miss W paid £1,142.40, the amount quoted in Intrum's NOA dated 4 November 2022.

On 21 November 2022 Intrum issued a revised NOA that said Miss W owed £1,057.59 in relation to the debt it purchased from L.

A short time later, Miss W complained to Intrum and said she'd paid the outstanding balance quoted in its original NOA. Miss W's told us she doesn't think it's fair for Intrum to ask her to make payments above the amount quoted in its NOA. Intrum issued a final response and apologised that it had issued an NOA with the incorrect outstanding balance on 4 November 2022. Intrum confirmed the correct outstanding balance it had purchased was £2,236.13 and that after Miss W made a payment of £1,142.40 the figure had reduced to £1,057.59. Intrum also said its agent had been unable to confirm the balance on 14 November 2022 when Miss W called and placed the accounts on hold to give the business time to confirm the correct information.

An investigator at this service looked at Miss W's complaint. They asked Intrum to pay Miss W £150 for the distress and inconvenience caused by the incorrect balance quoted in its NOA dated 4 November 2022. But the investigator didn't ask Intrum to write off the remaining balance. Intrum agreed but Miss W asked to appeal. As a result, Miss W's complaint has been passed to me to make a decision.

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.

Intrum's explained that its NOA of 4 November 2022 was issued in error and that it contained the wrong outstanding balance figure. I've listened to the call Miss W had with Intrum on 14 November 2022 and she asked the agent to confirm the outstanding balance. But the agent explained they weren't able to do so and asked Miss W to call back around a week later so Intrum could confirm the correct balance. The agent advised the account would be placed on hold in the meantime and that Miss W could call back to make a payment on 22 November 2022.

Miss W went on to make a payment of £1,142.40 on 17 November 2022. But when Intrum completed the process of setting up Miss W's account it found she owed a further amount of £1,057.59 to clear the balance in full. I can understand why Miss W feels it's unfair to ask her to pay more than the figure quoted in Intrum's NOA. But I wouldn't expect either side to be bound by a genuine mistake and I'm satisfied that's what happened here. In addition, Intrum's agent told Miss W the outstanding balance figure couldn't be confirmed when she called on 14 November 2022. Whilst I understand Miss W wanted to clear the balance, I haven't been persuaded it was unreasonable for Intrum to request a week to confirm the correct outstanding figure.

So whilst I agree Intrum made a mistake, I'm not persuaded it would be fair to tell it to write off the remaining balance. In my view, Intrum took steps to confirm the balance and corrected its initial error. And I'm satisfied Intrum's request for Miss M to repay the remaining balance is fair and reasonable.

Our investigator thought Intrum should acknowledge the distress and inconvenience caused to Miss W by way of a payment of £150. I agree that figure reasonably reflects the impact of the issues raised and is a fair way to resolve her complaint. As a result, I'm going to uphold Miss W's complaint and direct Intrum to pay her £150 for the distress and inconvenience caused.

My final decision

My decision is that I uphold Miss W's complaint and direct Intrum UK Limited to pay her £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 22 May 2023.

Marco Manente
Ombudsman