

The complaint

Mr B has complained about RESOLVECALL LIMITED's contact regarding a debt.

What happened

This complaint surrounds a mail order account. The debt owner asked Resolveall to collect the debt on their behalf. Resolveall are a regulated debt collection agency.

Resolveall wrote to Mr B asking him to contact them. They advised that if they didn't hear from him, they were planning a home visit, just to assist in getting in touch to discuss the account. They included a letter from the debt owner confirming the debt owner had instructed Resolveall.

Mr B called Resolveall, but refused to complete security, so they were unable to discuss the account with him. Once Mr B completed security, Resolveall confirmed where the debt was from. Mr B objected to being visited at home, said he didn't recognise the debt and didn't think it was his, and he thought it was unenforceable in any case. In view of this, Resolveall passed the account back to the debt owner to deal with the dispute, and confirmed that Mr B wouldn't be chased by Resolveall about this again.

Mr B continued to call Resolveall, accusing them of wrongdoing and asking to raise a complaint. He feels they harassed him, he says the debt was statute barred which he feels means they couldn't contact him about it, and he's unhappy they wouldn't give him details about the account when he initially refused to confirm his identity. He points out that other people have complained about Resolveall historically. He would like us to shut Resolveall down and award him compensation.

Our Investigator looked into things independently and didn't uphold the complaint. Mr B 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.

I should first clarify some key points:

- We are not the regulator – that's the Financial Conduct Authority (FCA). That means that we do not set the way Resolveall works, nor regulate the way the industry works as a whole, and we cannot shut down Resolveall. We're an informal dispute resolution service, here to look at individual complaints.

- We look at individual complaints based on their individual merits. In this case between Mr B and Resolveall, I'm only looking at the dispute between Mr B and Resolveall. I'm not looking at any other separate customers' separate complaints in this individual case.
- While I understand Mr B might've initially thought we were a consumer champion or a body who would help him personally, we are actually independent. We don't work for either side. We're an independent party, here to assess the case impartially.

Mr B suggested the debt was statute barred. Only a court can decide whether a debt is statute barred or not – our service doesn't have the power to do that. But even if the debt were statute barred or unenforceable, it would not mean that the debt ceased to exist or that Mr B could never be contacted about it. It would just mean that certain formal actions could not be taken against Mr B, such as getting a court judgement. Here, Resolveall didn't take any formal action against Mr B, they just asked him to get in touch about repaying the account – and they were allowed to do that.

Resolveall were also allowed to propose a visit to Mr B. They didn't have to be court bailiffs to do so, they did not say or reasonably imply that they were court bailiffs, and when Mr B raised this they explained clearly that they were not court bailiffs. Resolveall were supposed to notify Mr B about a potential visit beforehand, and I can see they did so here. Mr B objected to them visiting, and Resolveall did not visit him. I can't see that Resolveall did anything wrong there.

Resolveall had been asked by the debt owner to get in touch with Mr B. So they had a reasonable basis on which to contact him. I've looked into Resolveall's communication, and I find they did not correspond with Mr B excessively or unreasonably. They only wrote to him once to pursue the account – their only letters after that were regarding the complaint which Mr B had asked them to respond to. And the only calls were made by Mr B to Resolveall, not the other way around. Indeed, Mr B continued to call Resolveall even after they'd confirmed they'd passed the account back to the owner and they wouldn't chase him again, and he called them as much as four times in one day.

Once Mr B made it clear he didn't recognise the debt and didn't think it was enforceable, Resolveall listened to him and acted quickly to pass the account back to the debt owner in light of the dispute, and they confirmed they would not contact Mr B about this further. Again, that all seems very reasonable.

I've not found anything inappropriate in Resolveall's letter – they set out who they were and why they were getting in touch, asked Mr B to contact them to discuss options tailored to his individual circumstances, notified him of their potential home visit, made it clear this was just to discuss his account, and set out that if he was in difficulties they could direct him to free, impartial debt advice charities. Contrary to Mr B's assertions, there was absolutely nothing wrong with Resolveall including two letters in one envelope. The other letter was just from the debt owner confirming they'd instructed Resolveall, which they were supposed to send so that Mr B had confirmation Resolveall really were working on the owner's behalf.

It was fair and reasonable for Resolveall not to discuss the account when Mr B refused to pass security. They would not want to give out personal or financial details without first checking who they were talking to. Once Mr B passed security, Resolveall discussed the account with him. They did nothing wrong there either.

Overall, I find that ResolveCall did not contact Mr B excessively or unreasonably. And I find that there is no reasonable basis on which they owe him compensation.

My final decision

For the reasons I've explained, I do not uphold Mr B's complaint.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 13 November 2024.

Adam Charles
Ombudsman