

The complaint

Miss G complains ACI-UK Limited are asking her to make repayments to a debt when she doesn't owe anything.

What happened

Miss G seems to have had two agreements with a company I'll refer to as T. They entered administration in March 2022. One of the agreements related to two sofas, and the other related to a games console. As I understand it, the debts were sold to a debt purchaser on 15 November 2022, who then appointed ACI to service them.

Miss G complained to ACI about them contacting her to repay the sofas when they should have been replaced. She referred to a previous final decision by our service. She also felt ACI were harassing her with their contact.

ACI accepted a previous decision by our service said a replacement sofa needed to be delivered – and they couldn't determine if it had been. So, to recognise this, they removed the sofas from the outstanding debt they were asking Miss G to repay – which was £2,148.72 – and they took £100 off the games console as an apology for the way things had been handled. ACI said this left £123.89 outstanding which solely related to the games console. In terms of their communication they said they didn't intend to harass Miss G, and didn't think they had in how they'd communicated with her.

Unhappy with this Miss G asked us to look into things – saying she didn't think it was fair they were asking her to repay £123.89.

One of our Investigators considered things, and found ACI had come to a fair outcome, so didn't uphold Miss G's complaint.

Miss G didn't accept this. She said she's paid more than enough to cover the games console. 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.

Miss G had two separate agreements with T – and ACI have decided to effectively write off any request for repayment of the sofas.

Our previous decision required T to replace one of the sofas – not both. ACI have been provided with information by T to show how much she paid towards them – and it was £511.60. In the circumstances it would seem as though Miss G never paid enough off the sofas for either one – given they're quoted in price as a total of £2,660.32.

And while I understand Miss G's frustration that T never replaced the three-seater sofa with a like-for-like, ACI aren't responsible for that. In any event, even if I thought they were, they've more than put this right by telling Miss G she doesn't need to make any further payment towards either of the sofas.

So, I'll focus this decision on whether I think they're fairly asking Miss G to repay £123.89 for the games console.

The internal information ACI have provided when the agreement was sold by T shows the total amount due for the games console was £641.16 – made up of the original price for the games console of £470.49 plus interest on the agreement of £170.67. This information also shows payments Miss G made of £246.60.

It seems the interest, that ACI could legitimately ask Miss G to repay, has been removed. So – taking the original total payment of £641.16, minus the interest of £170.67, minus £100 and minus payments Miss G has made to the console of £246.60 leaves a balance of £123.89.

I can see ACI accepted they made some administrative errors by trying to call Miss G when they shouldn't have and sending her a letter saying the balance had been repaid when it hadn't.

But, given they've removed the interest, and reduced the balance by a further £100, this again is a more than fair offer they've made to resolve this complaint.

I'm aware Miss G says because our Ombudsman previously decided she shouldn't have to pay for a defective sofa, anything she has paid has effectively paid off the games console.

While I get Miss G's point, our Ombudsman wasn't aware at the time that the sofa wouldn't get replaced, and that Miss G wouldn't have made any further payments anyway. Effectively, Miss G paid £511.60 when the total price was £2,660.32. And although Miss G wasn't happy with the sofas, when T didn't ultimately offer a like for like basis she chose to just accept what she had as T had stopped contacting her. I can't see how that changes the position regarding the outstanding debt for the games console.

Miss G also says she stands by the Ombudsman's findings regarding the sofa, and so should we in this case. But, this complaint is against ACI – not the original lender – so I wouldn't expect ACI to fulfil T's obligations by providing a like-for-like sofa.

Our service was never given the power to enforce final decisions. So, even if I now thought ACI could be responsible for anything regarding the sofa not being replaced – which to be clear I don't – I couldn't make them do so anyway. And while I think it's unlikely anyone might be able to help with this issue now as T no longer exist, Miss G can get legal advice about any possible options open to her about enforcing the Ombudsman's final decision if she'd like to.

Overall, while I accept Miss G feels very strongly she shouldn't have to repay this debt, I've not seen enough evidence to say she did pay it off.

Separately I've noted Miss G's comments that ACI are harassing her.

I can't decide if Miss G is being harassed, as that's a criminal offence. Instead, what I can do is look at the contact Miss G has received to decide if I think it's inappropriate or not.

Miss G has said she's being contacted twice a week by ACI. Their records show infrequent contact.

But, accepting what Miss G has said at face value at this point, I'm not sure I'd decide that was unfair. I say that because I've already found Miss G does legitimately owe ACI the outstanding debt. So, although I understand why Miss G will be frustrated with ACI's contact as she doesn't think she owes anything, I can't agree with that.

Taking everything into account, I think ACI have made offers that are more than fair and have overall treated Miss G fairly.

My final decision

For the reasons I've explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 12 August 2025.

Jon Pearce
Ombudsman