

The complaint

Mr B complains Wescot Credit Services Limited contacted him about a debt on a shared work mobile phone used by multiple staff in his business.

What happened

As I understand it Mr B has an account with a company I'll refer to as N. They asked Wescot to get in touch with Mr B about repaying the account. When doing so, it appears they passed on a work mobile number for Mr B.

Mr B says the message included his full name and asked that he contact Wescot – a very recognisable debt collection company. He said this caused significant embarrassment, distress and reputational harm in his workplace. Mr B felt Wescot hadn't followed the Financial Conduct Authority's (FCA) rules set out in the Consumer Credit Sourcebook (CONC).

Wescot said N passed this number to them as a valid contact number to use. They added N had told them Mr B had provided the phone number to them, so believed it to be correct. Wescot said they didn't know it was a work number until he told them, and when he did, they then removed it. They noted Mr B's concerns about there being an error with N's systems which led to them getting this number – but Wescot said they can't comment on this. Wescot felt the text message didn't disclose anything sensitive, saying it was addressed to him, didn't include any specific information, and security data was required to open the link provided. Overall, they didn't uphold Mr B's complaint.

Unhappy with Wescot's response, Mr B referred his complaint to us saying he didn't think Wescot had recognised their legal and regulatory obligations.

One of our Investigators considered things. He decided Wescot hadn't treated Mr B unfairly as they'd received the number from N and were entitled to rely on it.

Mr B didn't accept this. In summary he said:

- The message Wescot sent identified him and implied the nature of their contact was debt collection. The contact included Wescot's name – a well known debt collection company – and asked him to contact them. This meant his colleagues learnt he was being contacted by a debt collector which was embarrassing and damaging to his reputation at work.
- Even though N gave Wescot his number, that doesn't mean they don't have responsibility to follow the CONC rules. Wescot were required to exercise caution and judgement before using it. This principle is also reinforced by good industry practice.
- Wescot are responsible for their own actions regardless of the fact N gave them the number. They were responsible for the timing of the text, the content of it and exercised their own judgement in sending it. Instead, they could have sent a letter, or an email to his personal email address.

- After raising the issue, Wescot removed his number, which shows they acknowledge some responsibility for what happened and accept using it was inappropriate. While he appreciates this action, it only came after the damage had been incurred.

As Mr B didn't agree, 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 explain I've considered all of the information provided by both parties in reaching my decision. If I've not reflected or answered 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.

I can see Mr B is aware – so I include this for completeness only – but I can't decide if a data breach has occurred. Nor can I decide if Wescot have broken the law. But, I can decide if Wescot have gone against CONC and, overall, treated him unfairly.

The specific elements Mr B has referred to are:

CONC 7.9.6

A firm must not unfairly disclose or threaten to disclose information relating to the customer's debt to a third party.

And CONC 7.9.7

When contacting a customer:

(1) a firm must ensure that it does not act in a way likely to be publicly embarrassing to the customer; and

(2) a firm must take reasonable steps to ensure that third parties do not become aware that the customer is being pursued in respect of a debt [Note: paragraph 3.7q of DCG].

So, I need to decide if I think Wescot have unfairly breached the above CONC rules.

To do that, I need to first consider the context in which Wescot contacted Mr B – then I'll move on to the specific message he received.

I don't know why N asked Wescot to manage Mr B's account, but there is no dispute they did. And I can see there is no dispute that, in doing so, N gave Wescot Mr B's mobile number to contact him on. This is also a number Mr B gave N.

I appreciate Mr B says he gave this to N for different reasons. But this complaint isn't about N, so I can't make any findings about their actions.

What that means is I need to decide if there was any reason why Wescot should have initially exercised the sort of caution Mr B is suggesting.

When the details were passed over to Wescot, the number used for the text message was included in the 'home number' section of the data. There was also a section for 'work number' but this is left blank.

So, effectively, Wescot are being told this is Mr B's own mobile number. Based purely on the data they received I don't think they had any way of knowing this was a business mobile number where any messages could be seen by multiple colleagues.

Because of that, I don't think Wescot did anything wrong in sending Mr B a text message in the genuine belief it was his own mobile number. I appreciate it wasn't, and I'm genuinely sorry to read of how this text has impacted Mr B, but I don't think Wescot treated him unfairly by sending it.

Next, I'll look at the content of the message sent. This said:

Hi..., we're Wescot. N... will have advised that we now manage your account on their behalf. We need to know how we can help so well send you a link to our secure self service site in coming days, or you call ... if you prefer.

In reading this message, it says Wescot have been asked to manage his account on behalf of N. But, I don't agree it gives any more detail than is needed. In thinking carefully about the content, I can't see how the message could be seen as genuine if it didn't include some information about Mr B – this message included his first name. Nor can I see how it'd be seen as genuine if it didn't reference who the company are or why they're contacting him. But the 'why' they're contacting him is limited to managing the account. It doesn't say Mr B has outstanding debt he's not paid or anything like that.

I appreciate Mr B's point that the text implies this is an outstanding debt – but I think the key part for me is it doesn't say that.

Mr B has also suggested Wescot could have written to him or used his private email address. I agree they could have written to him – I haven't seen if they received his email. But Mr B's concerns here suggest Wescot were wrong to have used his mobile number – which, as I've already found, they weren't. So, I don't think Wescot have done anything wrong by not writing or emailing him.

I've noted Mr B's comments that Wescot removing his number shows they at least accept some responsibility for what happened. I don't agree them removing this number shows they accept they made an error. I say that because CONC 7.9.4 says:

A firm must not contact customers at unreasonable times and must pay due regard to the reasonable requests of customers (for example, customers who work in a shift pattern) in respect of when, where and how they may be contacted.

I'd expect every debt company to remove someone's phone number if asked to by a consumer as long as there is another method of communication available. So, by removing Mr B's work mobile number, they've simply followed what I'd expect them to do.

Overall, I've not seen anything to show Wescot knew or should reasonably have known they were contacting Mr B on a work number accessible to his colleagues. Nor have I seen anything in the text message they did send that was inappropriate or unreasonable in Mr B's circumstances. Because of that, I'm satisfied Wescot haven't breached the CONC rules Mr B has referred to, nor do I think they've otherwise treated him unfairly.

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 Mr B to accept or reject my decision before 15 December 2025.

Jon Pearce
Ombudsman