

The complaint

Mr D complains that BW Legal Services Limited (BW Legal) are pursuing him for a debt he doesn't believe is enforceable. He has also complained that they haven't properly complied with his Data Subject Access Request (DSAR).

What happened

Mr D took out a loan with a business I'll refer to as M. Mr D wasn't able to maintain the monthly repayments towards the loan, and in January 2024 M sold the account to a debt purchaser (DP).

DP sent Mr D a Notice of Assignment letter (NOA) on 9 February advising him they had purchased the account and that they had appointed BW Legal to deal with it on their behalf.

BW Legal agreed to accept token payments each month towards the account and these were received via a debt charity until December 2024.

Mr D made a complaint to BW Legal in April 2025 saying he didn't think the debt was enforceable as it had been lent irresponsibly, he also made a DSAR at the same time.

BW Legal explained to Mr D they weren't responsible for the original lending decision and so any concerns he had about irresponsible lending needed to be directed to M. He completed the DSAR within the allowed time of one month.

BW legal wrote to Mr D in May 2025 letting him know he had missed his monthly payment and that if he didn't maintain his payment plan further action may be taken.

Mr D took his complaint about irresponsible lending to M. They upheld his complaint and on 5 June 2025 wrote to him explaining they would be refunding interest and charges to the account and would ask the DP to adjust the outstanding balance. They explained this could take up to 60 days to be completed. Mr D provided a copy of this to BW legal on the same day and they placed the account on hold to await the balance adjustment.

Mr D remained unhappy and so brought his complaint to us. Our investigator didn't think BW legal had done anything wrong and so didn't uphold his complaint. Mr D disagreed and so the matter has 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 realise that I've summarised this complaint in less detail than the parties and I've done so using my own words. I've concentrated on what I consider to be the key issues. The rules that govern this service allow me to do so. 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 it's relevant to the crux of the complaint.

My role here is to decide if BW Legal has treated Mr D fairly when dealing with him regarding this account. And I think they have, I'll explain why.

Pursuit of the debt

BW Legal were appointed to manage Mr D's account on behalf of DP. They agreed to token payments and from what I have seen had no contact with Mr D other than that until he made his complaint to them in April 2025. Mr D has argued that BW Legal made constant contact with him about the debt, but hasn't provided anything to support this, as such I can't say their contact with him was excessive or forceful in nature, as he has suggested.

They did write to him in May 2025 to let him know that he had missed a payment and outlined the possible consequences of not keeping up with his agreed payments. I understand that Mr D was upset with this because as far as he was concerned this was when the debt was in dispute, but I've seen nothing to suggest that BW Legal knew at that point that he had raised his concerns with M, so I can't fairly say they knew the debt was in dispute at the time of sending the letter.

BW Legal were made aware of the complaint and its outcome when Mr D provided them with a copy of M's final response letter on 5 June 2025, at which point they placed the account on hold, as I would expect.

Mr D has said he doesn't believe the debt to be enforceable because it was irresponsibly lent to him. I haven't considered this as only a court can decide if a debt is enforceable or not.

Given all of the above I'm satisfied that BW Legal were entitled to contact Mr D and ask him for repayment of the debt and acted fairly when placing the account on hold to wait for the balance adjustment.

DSAR

Mr D says that he feels the response to his DSAR was incomplete with missing correspondence and this undermines transparency and lawful data handling. This isn't something Mr D has ever raised directly with BW, as such it isn't something I can address as part of this complaint. But even if he had raised it with BW Legal, I wouldn't be able to give him the answers he seeks about their data handling, and this is best directed to the Information Commissioner's Office (ICO).

Vulnerability

Mr D has said that BW Legal haven't taken account of his vulnerabilities, but I haven't seen anything to suggest they have been made aware of these by Mr D or anyone else. If Mr D needs BW Legal to make adjustments for vulnerabilities he has, I would suggest that he let them know what he requires, and once they are aware I would expect them to act on this in an appropriate manner.

Bringing all of this together, I'm not persuaded that BW Legal have treated Mr D unfairly when dealing with him regarding this account and as such I won't be asking them to do anything differently to put things right here for Mr D.

I know Mr D may be disappointed by this outcome, but my decision ends what we – in trying to resolve his dispute with BW Legal – can do for him.

My final decision

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 3 March 2026.

Amber Mortimer
Ombudsman