

complaint

Ms T complains that Hillesden Securities Limited (trading as Direct Legal & Collections) has not given her enough information to show that it purchased her loan.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. He considered that the guidance from the Office of Fair Trading (OFT) does not require Hillesden to give the Deed of Assignment to Ms T. The adjudicator noted that she did not dispute that she owed the debt to the original debt owner. Ms T does not agree, and says, in summary, that Hillesden should provide a certified copy of her credit agreement. She does not believe that it owns her debt.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Ms T and the business have provided.

Ms T is not satisfied that her original lender has sold her debt to Hillesden, and so she does not wish to pay off the balance to it. The lender wrote to Ms T to tell her that it had transferred her debt to Hillesden. She says that this letter is fraudulent. I am not persuaded that this is the case. I note that Ms T has also been sent a copy of the Deed of Assignment by Hillesden. I am satisfied that it properly owns the debt, and is entitled to ask for payment of it.

Ms T says that she has not been provided with an accurate and certified copy of her loan agreement. I have looked at the copy of it provided to her. Although some of the small print terms are difficult to read, the amount of the loan and Ms T's signature are clearly visible. There is no requirement for the copy to be certified.

Ms T says that Hillesden has harassed her in its debt collection activities. I note that it agreed to contact her by letter only from July 2013. I find that Hillesden is entitled to contact Ms T to discuss repayment of the debt, and that such debt collection activities do not amount to harassment.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms T either to accept or reject my decision before 4 August 2014.

Rosemary Lloyd
ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.