

complaint

Mrs R complains about a debt Britannica Recoveries S.a.r.l is asking her to repay. She has questioned whether it can collect the debt as it is a result of a county court judgment (CCJ) for the original creditor. She is also unhappy with the way her enquiries have been dealt with, that it is threatening court action and she believes it has been intrusive.

background

The adjudicator did not recommend the complaint be upheld. He explained that Britannica Recoveries was able to ask Mrs R to make repayments to the debt even though it was not the original creditor. He did not think that asking Mrs R to complete the income and expenditure form was intrusive. His attempts to obtain full account statements from Britannica Recoveries and the original creditor were unsuccessful. He explained that Britannica Recoveries could not explain why the specific account statement did not match the one that Mrs R had but he was satisfied that she was being asked to repay the correct amount.

Mrs R did not accept the adjudicator's conclusions and asked for the complaint to be reviewed.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I have not upheld this complaint.

Mrs R is being asked to repay an amount that was originally due under a loan agreement. A CCJ was obtained in 2006 and the debt was assigned to Britannica Recoveries in 2011. Mrs R questions whether Britannica Recoveries is able to collect the debt as it was not the original creditor or who the CCJ was for. It is not uncommon for original creditors to assign debts to other parties and I have not seen anything to suggest that the original creditor was unable to assign the debt in this case to Britannica Recoveries. I am satisfied that it is entitled to pursue Mrs R for repayment of the debt.

Britannica Recoveries has been unable to obtain a copy of the original credit agreement or full account statements. I do not however believe that this should prevent Britannica Recoveries from seeking repayment from Mrs R. Mrs R does not dispute taking out the original credit agreement and the court would have been satisfied she needed to repay the debt when it issued the CCJ.

Mrs R has referred to differences in an account statement she has from the original creditor and one that was provided by Britannica Recoveries. It has not been possible to explain why the statements do not match but Britannica Recoveries has applied the difference, of approximately £5, to Mrs R's account. No further supporting evidence has been provided from the parties here to explain why they are different. Nor have the parties provided anything to clearly show the amount Mrs R is being asked to repay is incorrect. In the circumstances I have not seen sufficient evidence to demonstrate Mrs R is being asked to repay more than she should.

Mrs R is unhappy about the income and expenditure form that she has been asked to complete. There is no set amount of information that every income and expenditure form will

include, but they will all seek to establish the same thing, which is how much can someone afford to repay towards any debts. I do not consider the form Mrs R was sent to be intrusive in anyway. Even if Mrs R was concerned about some of the questions on the form I see no reason why she could not have completed the majority of the form setting out general details about her income and expenditure. Any areas she was unhappy or unsure about completing could have been left blank.

Having considered the overall circumstances of this complaint I am satisfied that Britannica Recoveries is entitled to pursue Mrs R for repayment of the debt and I have not seen sufficient evidence to show that she is being asked to repay more than she should. Nor do I think its actions have been intrusive or unreasonable.

my final decision

My final decision is that I do not uphold this complaint.

Mark Hollands
ombudsman