

## **complaint**

Ms H complains that she has been harassed by HFO Services Limited (HFO) in pursuit of an outstanding debt and that the amount claimed by HFO is incorrect.

## **background**

Ms H's debt of £2,031.97 was assigned to HFO in February 2008. HFO and Ms H exchanged correspondence and had a number of telephone discussions between May and October 2008 but did not agree any proposals to repay the debt.

HFO recommenced contact in June 2010 and received a response in October 2010 and April 2011 from a third party claiming to represent Ms H, saying she had left the country indefinitely and that the debt should have been written off and that HFO's treatment of Ms H amounted to harassment.

HFO issued legal proceedings in May 2011 and claimed the contractual interest that should have accrued on the debt since the date of assignment. Judgment was entered against Ms H in June 2011 and HFO obtained a charging order, securing the debt against her property in December 2011.

Ms H complained to HFO in February 2012 that she had been harassed, that HFO had not acknowledged her repayment proposals, that it had unfairly added additional interest to the debt and that it had unnecessarily taken legal action against her.

HFO's solicitors responded, denying that it had harassed Ms H. It explained why the additional interest had been claimed. It said it was entitled to seek to enforce the debt by obtaining a charging order over Ms H's property, irrespective of whether she believed there was any equity in the property. It requested a completed financial questionnaire in order to agree an affordable repayment plan, and said until it did so interest would continue to apply.

Ms H did not accept HFO's response. She said interest had been frozen before the debt was assigned and that HFO had refused to accept any of her repayment proposals.

Our adjudicator did not uphold the complaint. She explained that this service could not consider whether the interest on the debt had been applied correctly as this had been the subject of legal proceedings. She concluded that HFO's debt recovery activity did not constitute harassment.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete or inconclusive, as some of it is here, I reach my decision on a balance of probabilities – that is to say, what I consider is most likely to have happened in the light of the evidence that is available and the wider surrounding circumstances of the complaint.

I have reviewed HFO's contemporaneous records of its contact with Ms H pursuing the debt. Although Ms H has said she felt HFO was bullying her, on balance, I am not persuaded that this was the case. HFO was entitled to pursue Ms H to seek repayment of the debt and was

not obliged to accept token payments. It was also entitled to initiate legal proceedings in pursuit of the outstanding debt.

When HFO began legal proceedings in May 2011, it claimed £1,111.50 contractual interest and post-judgment interest. Judgment was entered in favour of HFO in June 2011 as Ms H did not file a defence. It appears Ms H made an application to the court to have the court judgment set aside and then later withdrew the application. Subsequently a charging order over Ms H's property was granted by the court in December 2011 for the debt, plus interest and costs.

A court has decided that the amount claimed by HFO (including costs and interest) is rightly due. Because it has already been the subject of a court order, I do not consider that I can look at the aspects of the complaint that relate to either the enforceability of the debt or the amount of the outstanding debt. Ms H would have to apply to the courts if she wishes to dispute the debt due under the court order.

Ms H has provided a number of submissions relating to other people's dissatisfaction with HFO and its solicitors. This service looks at each case on its individual circumstances and my role is to make a final decision in this case based on all of the evidence before me. If Ms H has broader concerns about HFO, she is free to contact its regulator.

Ms H's strength of feeling is clear, and I realise she is likely to be disappointed by my decision. She is not bound to accept it; if she does not, she will be free to pursue the matter against the bank by other means – including in court – if she wishes.

### **my final decision**

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

Garry Hunter  
**ombudsman**