

complaint

Ms D complains that Global Debt Recovery Limited (“GDR”) is unfairly pursuing her for a debt she does not owe. The complaint is brought on Ms D’s behalf by a family member, Mr D. But for ease, I shall refer below to all actions being taken by Ms D.

our initial conclusions

The adjudicator concluded that GDR had not provided enough evidence to show that Ms D owed the amount of £20,963.43 to its client, the owner of the debt, Z. He recommended that GDR stop pursuing Ms D for the debt and pay her £150 compensation for the distress caused. GDR disagreed and asked for more time to obtain proof of the debt. The adjudicator rejected this request as he considered that further delay was unfair to Ms D.

my final decision

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

This service asked GDR to supply documents including the account agreement in mid-March 2015. In mid-April 2015, the adjudicator asked GDR for a payment history, a copy of the judgement, full account details, correspondence, statements and evidence to show that the debt related to Ms D. Almost all of this has not been supplied. Ms D supplied this service with a notice of assignment of the debt dated December 2006 (“the 2006 notice”) from the original creditor (“B”) to a debt purchaser, C. The notice said that the debt was to be administered by E. But GDR explained to this service on 21 April 2015 that B sold the debt to E, and in 2010, E sold the debt to C. This information is inconsistent with the contents of the 2006 notice. Because of this and as a result of GDR’s failure to produce the requested information, I am not satisfied that GDR has shown that the amount it is pursuing Ms D for is correct and legitimately owed. I also note that GDR took over three months to supply Ms D with a final response, but this did not provide a substantive response to her complaint. So, for these reasons, I agree with the adjudicator’s recommendations.

My decision is that I uphold this complaint. Full details of my decision are shown overleaf.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms D either to accept or reject my decision before 24 July 2015.

Roslyn Rawson

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

In full and final settlement of this complaint, I order Global Debt Recovery Limited to:-

1. Stop pursuing Ms D for the debt; and
2. Pay Ms D £150 compensation for the trouble and upset caused.

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.