

complaint

Ms O complains that First Credit Services Limited is pursuing her for a debt that she has already paid. She also complains that First Credit did not tell her that it had bought the debt from her bank and failed to send her a default notice before defaulting the account.

background

Ms O had a loan with her bank which fell into arrears and was defaulted in September 2005. Ms O's bank sold the debt to First Credit in December 2009 who contacted her in early 2010 and asked her to repay the debt. Ms O says she had repaid the loan in 2007.

Our adjudicator did not uphold the complaint. She explained that this service had already considered whether Ms O had repaid the loan under a separate complaint against Ms O's bank – the ombudsman who considered the complaint concluded that she had not. Our adjudicator was also satisfied that First Credit had written to Ms O when it bought the debt from her bank and sent her a default notice before defaulting the account in June 2010.

Ms O did not accept those conclusions so the matter was referred to me.

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 do not uphold the complaint.

As our adjudicator explained, this service has already considered whether or not Ms O repaid her bank in 2007. The ombudsman who examined this complaint concluded that the loan was not repaid before Ms O's bank sold it to First Credit. He explained that the debt was "*genuine and outstanding*", and First Credit was entitled to recover it from Ms O. Ms O has provided no new evidence that shows she repaid the loan in 2007.

Ms O says that First Credit did not send her an introduction letter when it bought the debt from her bank. She also says that it did not send her a default notice before defaulting the loan in June 2010.

First Credit has provided a copy of the letter it says it sent Ms O when it bought the debt. It has also provided a copy of its system notes which says a default notice was sent to Ms O on 22 June 2010. On balance, I am persuaded that First Credit most likely sent these letters to Ms O.

But what if Ms O did not receive First Credit's letters? What might she have done differently? Despite the ombudsman's decision in March 2012, Ms O continues to insist she repaid the loan in 2007 and has refused to pay anything more to either her bank or First Credit. If Ms O did not receive First Credit's letters, I find it highly unlikely that she would have done anything that might have prevented the account from defaulting. I am satisfied that First Credit would have been entitled to default the account anyway.

In the circumstances, I am satisfied that Ms O owes the debt and First Credit is entitled to ask her to repay it. I find that Ms O has suffered no loss or detriment and do not uphold her complaint.

my final decision

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

Simon Begley
ombudsman