

## **complaint**

Mr B complains that he is being pursued by Akinika Debt Recovery Limited in respect of a debt which isn't his.

## **background**

Mr B is unhappy about correspondence which he has received from Akinika. He says that the debt isn't his and he wants Akinika to stop contacting him.

Akinika says that the debt relates to an outstanding balance at Lloyds Bank, and that it has been instructed by the bank to recover it.

The adjudicator did not uphold the complaint. He said that Mr B had made a previous complaint to this service in relation to the same Lloyds account, and that the outcome of that complaint was that Mr B had acknowledge the debt and that the bank had acted in line with its terms and conditions in instructing a third party to recover the debt.

Mr B did not agree. He says that he has never borrowed money from Lloyds and that the debt isn't his.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Akinika has provided evidence which shows that the debt originated from Lloyds Bank and relates to an account which was opened in 2005 together with an unauthorised overdraft. The information shows that the debt was originally referred to CapQuest for collection, but was transferred back to Lloyds when attempts to agree a repayment arrangement with Mr B were unsuccessful. Lloyds subsequently referred the debt to Akinika for collection.

Akinika has confirmed that the outstanding debt is £10,232.78.

Mr B says that he never held an account with Lloyds. However, I can see that Mr B made a complaint to this service previously in relation to his account with Lloyds. The nature of the complaint was about the transfer of the account to a debt collection agency whilst a repayment arrangement was in place. The outcome was that the complaint was not upheld because Lloyds was entitled to transfer the debt for recovery.

Having reviewed the available information in relation to the current and previous complaints, I'm satisfied that Mr B held an account with Lloyds and that there is an outstanding balance. The evidence shows that Mr B entered into a repayment arrangement for the debt in August 2013 and paid the sum of £1.00. This, in my view, amounts to an acknowledgement of the debt.

In the circumstances, I can't agree with Mr B that the debt is not his, and I can't find that Akinika has acted unreasonably in pursuing Mr B for the debt.

## **my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 18 September 2017.

Emma Davy  
**ombudsman**