

## **complaint**

Mr L complains that MKDP LLP is pursuing him for repayment of a debt which he disputes. He also complains that it won't amend his credit file.

## **background**

MKDP bought the debt from the original creditor, but when it contacted Mr L he told it the accounts had been opened fraudulently and that this was being investigated by the original creditor and the police. But MKDP continued its collections activity.

The adjudicator did not recommend that the complaint should be upheld. She was satisfied that the debt belonged to Mr L – MKDP had provided a copy of the paperwork which was used to identify Mr L when the accounts were opened and she noted that Mr L had made repayments to both accounts before they were bought by MKDP. She did not conclude that MKDP had acted wrongly and she did not consider Mr L's credit file should be amended.

Mr L responded to say, in summary, that this service should make enquiries at the original creditor to find out why the accounts were closed if he still owed money.

## **my findings**

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

I have decided not to uphold this complaint for the following reasons.

Mr L says the accounts in question were opened fraudulently. When he raised this with the original creditor it asked for more details to enable it to investigate, but I can't see from the evidence available that this information was provided. The creditor has provided copies of the paperwork which was used to identify Mr L when the accounts were opened. And Mr L did make some repayments to both accounts. I am not clear why, if he believes the accounts were opened fraudulently and he did not receive the benefit of the loan and the credit, he would have made these repayments. So, on the evidence available to me, I'm satisfied that the accounts were opened by Mr L; that he is liable for the debt outstanding; that MKDP bought the debt in good faith; and was not wrong to pursue him for repayment.

MKDP has provided copy statements for Mr L's loan and credit card accounts. Although some repayments had been made to both accounts by Mr L, the contractual payments were not up to date and both accounts were in arrears. In this situation, it is not unusual for the accounts to be closed and the debt sold to a third party – in this case, MKDP. I am satisfied that the amount that it says Mr L owes is the balance on the loan and credit card accounts when they were sold to MKDP.

I conclude that MKDP has acted fairly and reasonably in its communications with Mr L and I am satisfied that Mr L's credit file is an accurate reflection of the conduct of his accounts. It follows that I do not require MKDP to amend Mr L's credit file.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr L to accept or reject my decision before 13 March 2015.

Elizabeth Dawes  
**ombudsman**