

## **complaint**

Miss D complains that she is being pursued by BW Legal Services Limited for a debt.

## **background**

Miss D had a student bank account on which she owed more than £3,000 in 2010. She made repayments of £1 each month until April 2014. BW Legal Services was instructed by the bank to collect the debt in June 2016 and it issued a county court claim. She defended that claim and complained to this service. She says that she hasn't been sent a copy of her credit agreement or default notices and that the debt is time barred.

The adjudicator didn't recommend that this complaint should be upheld. She concluded that: the bank wasn't required to send a default notice to Miss D as it sent her a termination letter when it closed her account; it's unable to provide a copy of the agreement because of the time that has passed – but Miss D accepts that the debt is hers; and that the debt isn't time barred because of the payments that she made to the bank.

Miss D has asked for her complaint to be considered by an ombudsman. She says, in summary, that:

- the bank was required to serve a default notice on her;
- her credit agreement didn't say that the bank isn't obligated to issue her with a default notice;
- it took the bank until the sixth year to issue legal proceedings against her;
- neither the bank nor BW Legal Services has provided a copy of the credit agreement; and
- her complaint has been prejudged by the adjudicator's comments that: *"...we generally take the view that money borrowed should be repaid..."*.

## **my findings**

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

I sympathise with Miss D for her financial difficulties. But she accepts that the account is hers and that she is responsible for the debt. She also says that she *"vividly recollect[s]"* that her credit agreement didn't state that she was obliged to repay the debt by weekly or monthly payments. And she made payments of £1 each month to her debt until April 2014.

I agree with the adjudicator that this service takes the general view that money that has been borrowed should be repaid. Miss D doesn't dispute that she owes the money and that she was provided with a credit agreement for the account. It's not unreasonable that the bank isn't able to provide a copy of the agreement given the time that has passed since the account was opened. Miss D accepts that she received a letter from the bank about her account – that would've been a termination letter. And as a result of that letter, Miss D agreed to make reduced monthly payments of £1 each to the account. She stopped making the repayments in April 2014 – but her debt isn't time barred and BW Legal Services is entitled to try to collect the debt.

I'm not persuaded that it would be fair or reasonable for me to require BW Legal Services to stop trying to recover the debt. Nor am I persuaded that there's enough evidence to show that BW Legal Services has acted incorrectly in its dealings with Miss D.

**my final decision**

So my decision is that I don't uphold Miss D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 30 December 2016.

Jarrold Hastings  
**ombudsman**