

complaint

Mrs F complains that Style Financial Services Limited is unable to provide her with originals or copies of her credit agreements for two credit card accounts. Mrs F has denied knowledge of either account and does not believe that she should have to pay any amounts owed.

our initial conclusions

The adjudicator did not recommend the complaint should be upheld. He accepted that Style could not locate the agreements, but was satisfied that it was entitled to ask Mrs F to repay the money. Given the age of the accounts, it was not unreasonable that Style couldn't locate the agreements. Mrs F said she had no knowledge of opening either account, or receiving any default notice.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs F and Style have provided.

It is not in dispute that Style has been unable to provide copies of the credit agreements. But, like the adjudicator, I do not find this unusual given the time that has elapsed since the accounts were opened. Style has provided details of the borrowing on the accounts, including copy statements it sent to Mrs F at her current and previous addresses. So, while I note Mrs F's comments, I consider Style is entitled to ask her to repay the borrowing. I think it more likely than not, on balance, that Style issued default notices on both accounts before registering defaults with the credit reference agencies. The defaults have been removed, as more than six years has elapsed since registration.

Style has accepted the debt is not enforceable in a court, as it cannot provide copies of the credit agreements. This does not mean that it is unable to pursue the debt. Style is entitled to ask Mrs F to repay what she owes. There is no basis on which I can fairly interfere with that. If Mrs F considers a court would take a different view it is open to her to reject my decision. It will then not be binding on her or Style, and she is able to raise her arguments afresh in any legal proceedings.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs F either to accept or reject my decision, in writing, before 19 July 2013.

Amanda Maycock

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

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

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.