

## **complaint**

Mr V complains about the actions Marlin Europe II Limited took in pursuing him for a debt that he says he does not owe and that it would not deal with his representative.

## **background**

In November 2012 Mr V's debt that had already defaulted, was assigned to Marlin Europe by the original lender. Marlin Europe is a holding company and it appointed a third party to manage this debt. Marlin Europe wrote to Mr V explaining that it was now the owner of his debt and saying it had appointed the third party. This third party then wrote to him to ask for proposals for repayment and called him on the number it was given by the lender. Mr V's representative, who had been dealing with the lender, contacted the third party and said that this debt was disputed. He was told there was no letter of authority from Mr V for him to deal on his behalf.

The original lender was contacted about the disputed debt and asked whether it had a letter of authority. Marlin Europe was given a copy of a final response from the lender to Mr V, saying that the debt was valid and was told that there was no letter of authority on file. It did not consider anyway that this authority would necessarily be valid now the debt had been assigned. It asked Mr V to provide a letter of authority for his representative. It then explained to Mr V's representative that, as the debt was originally an overdraft created on a current account, there was no executed agreement under Section 78 of the Consumer Credit Act 1974 required. It apologised that it had not explained this sooner.

The adjudicator did not recommend that the complaint should be upheld. She said that Marlin Europe II had acted in good faith. When it became aware of the dispute, its agent contacted the original lender. It also dealt with Mr V's representative when it had the appropriate authority.

Mr V did not agree. He said, in summary through his representative, that the debt should not exist and the adverse information about it should not be shared with credit reference agencies.

## **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 am aware that the issues that Mr V raises about the actions of the original lender and the validity of this debt are also being dealt with in a separate complaint about this lender. I consider that this is the appropriate way to resolve these and I will not, as a result, go into the details of the disputed charges and other matters that Mr V has raised here. I agree that Marlin Europe has acted in good faith and when there was a question about the validity of the debt, it arranged for this to be referred to the original lender and stopped recovery action until it received a response.

I do not consider that Marlin Europe initially had the authority to deal with Mr V's representative. The lender had not made it aware of his representative and was unable to provide a letter of authority. In my view it acted responsibly in asking Mr V to confirm this.

Mr V raises a number of issues relating to breach of regulations and data protection requirements. This service is not the regulator and does not monitor compliance with regulations. Having said that, I do not see that there is evidence in this case that there has been any breach. Such a finding would seem to rest on Marlin Europe acting unreasonably in accepting that the debt was valid. I found above that this was not the case, so the consequences, for example, in terms of adverse credit information recorded for Mr V are not in my view unfair.

I know Mr V will be disappointed by my assessment of his complaint.

**my final decision**

In light of the above, my decision is that I do not uphold this complaint.

Michael Crewe  
**ombudsman**