

complaint

Mr W complains that Robinson Way Limited is asking him to repay a debt that he disputes.

background

Robinson Way pursued Mr W in respect of a debt. Mr W says that, even though he has made it clear to Robinson Way that he disputes liability and does not consider the debt to be enforceable at law, it has continued to ask him to repay the debt. He regards this as unlawful and a breach of regulatory rules by Robinson Way.

Robinson Way says that it is acting for the original lender, a bank, in relation to the debt incurred on a bank account opened by Mr W. It does not accept that it has done anything wrong in its dealings with Mr W. As things were not settled, Mr W brought his complaint to this service where an adjudicator investigated it.

The adjudicator thought that sufficient evidence had been provided to show that Mr W had borrowed the money on the bank account and could be asked to repay the debt. As the lender had instructed Robinson Way to collect the debt on its behalf, the adjudicator did not consider that Robinson Way had done anything wrong in asking Mr W to pay.

Mr W didn't agree and said, in summary:

- He is not prepared to say whether he held an account with this bank and, unless a credit agreement can be produced, the debt cannot be proved and Robinson Way is not entitled to ask him to pay. The account statements are not enough.
- He has nothing to do with Robinson Way and so will not communicate with them.
- In his view, the bank has now sold the debt to Robinson Way because it knows that it cannot legally recover it.

my findings

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

Mr W has not said that the account on which the debt arose was not opened by him – only that, without producing a credit agreement from the original lender, Robinson Way cannot ask him to repay the debt.

Sufficient evidence has been produced to satisfy me on a balance of probabilities that Mr W opened the bank account and borrowed money by overdrawing it, and so I do not find it unfair or unreasonable for Robinson Way now to ask him to pay it back.

Whilst I realise that Mr W takes a particular interpretation of the law, I am not persuaded that he is necessarily right. However, it is not for me to determine whether or not this debt is enforceable at law – that is for the courts and Mr W will be able to raise any points of law he considers relevant, in the event that enforcement action is taken against him.

my final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 24 October 2016.

Jane Hingston
ombudsman