

## **complaint**

Mr M's complaint is about how Western Circle Ltd, trading as Cashfloat, attempted to collect a debt.

## **background**

One of my ombudsman colleagues has already decided that another aspect of Mr M's complaint, alleged irresponsible lending, was referred to this service too late for us to consider. So although I can see that Mr M still feels strongly Cashfloat's decision to lend to him was wrong, I won't be looking at this in my decision.

In respect of Mr M's complaint about Cashfloat's collection activities, an adjudicator didn't think Cashfloat had done anything wrong. He noted Mr M hadn't made any payments towards the debt and didn't appear to have any arrangements to pay in the future.

Mr M didn't agree; he said he was 'hounded' day and night by Cashfloat. As no agreement was reached, the complaint was passed to me to decide.

## **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've taken into account the law, good industry practice and any relevant regulations at the time.

Mr M's initial complaint didn't contain much detail about what he thought Cashfloat had done wrong. He referred to 'incorrect collection processes and procedures' but didn't expand upon this. I can see in his response to the adjudicator he referred to excessive contact from Cashfloat, so I think this is his main concern. Mr M says he has evidence of excessive contact, although he has not provided anything.

It appears that no agreement was ever reached to make repayments towards the loan after Mr M told Cashfloat he couldn't afford to repay it. Given this, it's not surprising Cashfloat might have made a number of attempts to contact Mr M before deciding to take further action in court. I don't think it was unreasonable for Cashfloat to make every effort to come to an arrangement with Mr M before taking court action – it might equally have been open to criticism if it hadn't made sufficient attempts. Mr M also hasn't said anything to make me think he made reasonable offers to Cashfloat, nor has he suggested he made efforts to keep in touch with it in regards to deciding what (if anything) he could afford to repay.

Cashfloat has said at times it paused collection activity while Mr M tried to make arrangements through a third party debt charity and it only resumed collection activities when the third party told Cashfloat it didn't have any formal arrangement and hadn't received any payments from Mr M towards a debt plan. So on balance, the evidence I have suggests Cashfloat behaved reasonably in attempting to collect the debt.

It seems Cashfloat took Mr M to court to recover the debt and that Mr M unsuccessfully tried to raise unfair collection practices as part of his defence. So it may be the court also wasn't persuaded by Mr M's arguments. I've reviewed everything both parties have said and haven't seen enough to persuade me Cashfloat acted unfairly.

**my final decision**

For the reasons given above I do not uphold Mr M's complaint against Western Circle Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 20 April 2020.

Matthew Bradford  
**Ombudsman**