

## **complaint**

Mr W complains that Metropolitan Collection Services Limited should stop pursuing him for a debt on one of his accounts as he does not owe it.

## **our initial conclusions**

Our adjudicator did not recommend that that this complaint should succeed.

Metropolitan accepted this recommendation. Mr W did not. In summary he said Metropolitan should stop chasing him for the debt because:

- He did not owe any so-called debt.
- He was owed a refund of charges. This refund was more than enough to cancel out any debt.
- His bank – Metropolitan's client – and Metropolitan had both provided an unacceptable level of customer service. In particular the bank had consistently provided inaccurate information and rebuffed his attempts to reach a settlement. And it had prevented him talking to members of staff who supported his claim. And he'd been misled about the relationship between Metropolitan, the bank, and the bank's solicitors.
- His bank had made many mistakes, he'd only made one and with hindsight he should have "*pursued [it] more vigorously*".
- His bank had no right to add charges to his account. But if we accepted it did because of "*custom and practice*". Then it was only fair to accept he too was entitled to charge the bank. If we were to total up the charges he should be able to levy against the bank this would be more than the amount that Metropolitan was demanding. So it had no proper basis to chase him for the debt.

Mr W asked that an ombudsman review his complaint.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

*this has been a very long-running dispute where feelings have run high*

I can see that Mr W has spent a great deal of time on this complaint. I can also see that he very firmly believes that he has been treated incorrectly by Metropolitan and his bank over an extended period of time. Given all of this I think he'll be very disappointed by my decision, and I regret this. But having looked at everything including his letter of 5 August 2015, I think it's not fair or reasonable to find in his favour. I'll explain why I've reached this conclusion.

*the fees policy does not say that Mr W says it does*

When Mr W initially complained it seemed he had a number of issues he wanted us to look at. But from his most recent letter it seems he now has one main point which is – is it correct that he should be asked to pay a debt he thinks he does not owe?

Mr W refers to his bank's policy on fees. I've had a look at it. His suggestion seems to be that this prevents the bank charging him the fees. But the policy seems to me to permit the bank to add the charges to his account given how he's conducted the account. It follows I don't accept that his debt is cancelled out by the fees that should be refunded to him.

*the business has provided adequate customer service*

Mr W has had a number of complaints with this service in relation – in part – to this debt. I'm not looking at any of that again because I don't have the power to do so. The only issue I can look at is how Metropolitan handled this complaint. When I look at this it seems it has dealt with Mr W fairly, it told him what its position was and why and did not take too long to do so.

Mr W says he's been prevented from talking to relevant employees who support his case. It's for Metropolitan and its client to decide who it is best that Mr W speaks to although I can see why Mr W finds this frustrating. But both Metropolitan and its client are clear. They're saying he owes the money. So it's not relevant if some individual employees do not agree with this stance.

Mr W says he has not always been given clear information about the relationship between Metropolitan, the bank and the in house solicitors. I agree. This may well have been very annoying but it seems Mr W is clear now about who is who. And I don't see that he's suffered any financial loss because of this or any distress and inconvenience that he should fairly be compensated for. It seems this was very much a side issue for him because at heart what he wanted to sort out was if he owed the debt or not rather than the roles and responsibilities of all the people he was dealing with.

Mr W also seems to suggest that these customer service failures show that Metropolitan has deliberately set out to muddy the water. And that I should therefore treat what it says with caution. I confirm that I've looked critically at everything I've seen but it seems to me these service mistakes were due to disorganisation rather than anything else. Because I've seen nothing that makes me think that all the parties were acting in a concerted pattern to provide inaccurate information to sway our opinion.

*it's not fair or reasonable to say Mr W can charge his bank so Metropolitan has no debt to pursue him for*

By opening and operating his account I think Mr W agreed to accept the terms and conditions of the account. So I see nothing wrong in the bank adding the charges to his account in line with the relevant terms and conditions.

Further, I've seen nothing that leads me to believe that Mr W tacitly agreed with his bank that he could charge it. This would be an unusual banking arrangement to say the least. And it follows I don't agree that the debt he owes should be written off because it's less than the fees that Mr W's bank owes him. It follows that I don't agree that Metropolitan has no proper basis to ask him to pay the debt because there is no debt.

Mr W's dispute about this debt has been a going on for quite a while. But Mr W suggests he wants to settle it. I can well understand why. I hope this decision will now bring it to an end. I want to underline that I am saying that Metropolitan is entitled to continue to pursue Mr W for the debt.

In any event we cannot look again at the same issue. Mr W tells us there are aspects of this complaint that he's not told us about yet and he'll bring other complaints. But we will not look at any further complaints about whether he owes this debt. Because this issue has been covered here and both Mr W and Metropolitan have now had a fair opportunity to tell us everything they wanted to about this question.

### **my final decision**

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W to accept or reject my decision before 28 September 2015.

Joyce Gordon  
**ombudsman**