

complaint

Mr P complains that Clarity Credit Management Solutions Limited contacted him about a debt that is not his.

our initial conclusions

Our adjudicator recommended that the complaint be upheld in part. He felt that Clarity should have investigated whether the debt was genuinely owed by Mr P when he disputed it and recommended that it pay him £50 for the distress and inconvenience caused.

my final decision

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I uphold the complaint in part.

Clarity was appointed by the original creditor to contact Mr P about the debt. While Mr P may be unhappy that Clarity contacted him, I am satisfied that it did so in good faith on instructions from its client. I am also satisfied that the debt is, in all likelihood, Mr P's. However, the Office of Fair Trading (OFT)'s debt collection guidance sets out "*unfair or improper practices*". One such practice is "*when a debt is reasonably queried or disputed, failing to investigate.....in a timely manner or at all*". Mr P wrote to Clarity in May 2011 disputing the debt, however Clarity simply sent him a payment reminder instead of investigating Mr P's claim with its client.

I do not consider this to have been adequate. I also note that Clarity's initial letter did not clearly explain "*who they are, who they work for, what their role is and the purpose of the contact*" as required by the OFT. It simply asked Mr P to get in touch about an "*important personal matter*". I understand why Mr P might have been concerned by this. In the circumstances, I find Clarity's failure to meet the OFT guidance caused Mr P distress and inconvenience. Clarity may well think that Mr P was "*avoiding his responsibilities*", but this does not detract from its own responsibilities as set out by the OFT.

My final decision is that I uphold this complaint and order Clarity Credit Management Solutions Limited to pay Mr P £50.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr P either to accept or reject my decision, in writing, before 23 October 2013.

Simon Begley

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

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.