complaint

Mr K complains that MKDP LLP cannot prove he owes it any money but it will not remove the default on his credit file.

background

MKDP purchased Mr K's credit card debt from the original lender. Since bringing his complaint to this service, we have been able to provide Mr K with a copy of the credit card agreement. Mr K says he does not have a contract with MKDP.

The adjudicator did not recommend that the complaint should be upheld. He concluded that MKDP had bought the debt from the original lender and that the default was an accurate reflection of the history of the account.

Mr K responded to say that there is no paperwork to connect him with MKDP.

my findings

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 find that I have come to the same conclusion as the adjudicator, for much the same reasons.

Mr K's credit card account with the original lender defaulted and this was recorded on his credit file. The outstanding debt was bought by MKDP in good faith. It wrote to Mr K to tell him that it had purchased the debt and to tell him the amount he owed. Mr K has now been provided with a copy of the original agreement and there would not appear to be a dispute about the amount he owes.

We have now obtained the full terms and conditions for the credit card account and clause 18.2 says:

"We may transfer our rights and obligations under this agreement (including our obligation to lend) to someone else but your rights under this agreement will not be affected if we do so."

Under this term, the original lender was able to transfer the outstanding debt to MKDP. I find that MKDP has acted reasonably in its actions to seek repayment of the debt.

my final decision

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr K to accept or reject my decision before 18 May 2015.

Elizabeth Dawes
ombudsman