

complaint

Mrs B complains that HSBC Bank plc is chasing her for a debt. She thinks it is out of time to do this due to limitations set by law.

background

Mrs B says she hasn't used the bank for more than six years and had no contact with it so it is out of time to ask her to pay the debt.

The bank didn't agree. It said its notes showed it had written and spoken to Mrs B several times in 2010. It also said that in early 2010 she disputed the amount of the debt and agreed a monthly payment of £50. It had contacted her in late 2014 and June and July 2015 and spoke to her in July 2015. At that time she asked for proof of past telephone conversations.

The adjudicator thought the bank had acted fairly. She said it wasn't for this service to make a determination on a point of law such as statutory limitation but to decide if the bank had acted fairly and reasonably. She said the bank had sent correspondence to the same address that Mrs B still used and its notes showed that it had contacted and spoken to Mrs B who had agreed to repayments. So she thought the bank had acted fairly.

Mrs B didn't agree. She said that the debt was time barred as there had been no payments made in the last six years, she hadn't admitted owing the debt in the last six years and there was no county court judgement for the debt. The bank didn't have recordings of the calls it relied on so she didn't think there was good evidence to support its claim.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. While I am sorry to disappoint Mrs B I agree with the adjudicator for much the same reasons.

While it's not for this service to decide whether the debt is time barred I can consider the evidence of contact over the last six years.

In considering the evidence to support the bank's claims I would expect to consider copy letters, telephone recordings and call notes, customer notes and copy bank statements showing transactions on the account.

I can see from the copy bank statements that the debt due on the account was sent for debt collection in March 2010. In the period up to July 2009 Mrs B had been making monthly repayments of £150. Although these regular payments continued until March 2010 they were usually reversed as soon as they were paid. Over this time the interest added meant that the debt grew to over £6,000.

The bank's notes show there were several attempts to contact Mrs B in early 2010 ending in her agreement to pay £50. Although there are no call recordings I have seen a copy final demand letter from February 2010 addressed to her current address. I think it is reasonable to accept that the notes of calls made and letters sent are a reflection of what happened. I say this as the letters sent at this time must've been getting to Mrs B as the bank notes show she called the bank April 2010 to say it was showing a debt of over £12,000 and not £6,000. The bank's notes show it amending its records and noting that Mrs B also says she can't

make a payment until May 2010. I don't think the bank would've made these notes and corrected the amount due without that call happening. So I think that as late as April 2010 Mrs B accepted that she owed the bank money and was offering to make payments.

Mrs B wanted evidence in the form of call recordings. The bank said that it no longer had call recordings from 2010. I think it is reasonable that it hadn't retained these particularly as her customer notes were still there.

Having looked at bank statements, copy letters and her customer notes I think it is reasonable to conclude that Mrs B and the bank have had contact about the debt within the last six years and it has acted reasonably in contacting Mrs B again to seek repayment.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 18 January 2016.

Colette Bewley
ombudsman