

complaint

Mr G complains that Motormile Finance UK Limited are pursuing and harassing him for a debt which it has not proved that he owes.

background

In summary, Mr G says that Motormile is constantly texting and calling him. He says that it has not proved he is liable for the debt and he wants compensation for the unnecessary harassment.

Motormile says that the debt relates to a loan Mr G took with a payday lender in October 2010 ('L') which it purchased in November 2013.

Our adjudicator did not recommend this complaint be upheld. He was satisfied that the debt is likely Mr G's and that Motormile is able to pursue him for it. He was not persuaded that Motormile had harassed Mr G.

Mr G disagrees with this assessment. In summary, he says that L has sold the debt and lost nothing. He says that he has no contract with any third party and that Motormile is attempting to harass and deceive him into paying.

my findings

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

Where information is unclear or in dispute I make my findings on the balance of probabilities – which is to say, what I consider most likely to be the case based on the evidence that is available and the wider surrounding circumstances.

L has provided a copy of the credit agreement which contains Mr G's full name and address, and appears to be signed by him. I have also seen a credible statement of account with Mr G's name on it which shows that he made some payments to the account before an outstanding balance of £337.51 was sold to a third party. Although Mr G says that the signature on the loan agreement is not clear, overall I am satisfied that it (and the account statement) show that the loan is likely to be his. And that it was not paid off.

Mr G says that he has no contract with Motormile. While I do have regard to relevant law and guidance, my decision is based on what I consider to be fair and reasonable in the particular circumstances. On this basis, I have seen information, such as a notice of assignment, that satisfies me that Motormile is fairly entitled to collect on the account balance. If Mr G wishes to continue to dispute the enforceability of the debt then this would be a matter best suited to court.

I can see that Motormile did write to Mr G about the debt and it did communicate by phone and text message. I note what Mr G says about the type of contact he received. However, based on Motormile's credible system notes (which detail the type and frequency of contact it had with Mr G) and copies of the correspondence I have seen, I am not persuaded that the content or frequency of Motormile's contact would amount to harassment (or deception) in these particular circumstances.

In considering Motormile's conduct I note that it is entitled to make reasonable requests for repayment of the debt, and that it escalated the matter as Mr G did not appear to respond to its early correspondence or make an offer of payment. When Mr G did eventually raise a dispute about the debt it placed the account on hold – which I consider fair. Based on the evidence provided, I am not persuaded that Motormile then went on to harass Mr G, as he claims it did.

Motormile says it is happy to discuss a suitable repayment arrangement with Mr G for the outstanding balance. I remind Motormile that it is required to be positive and sympathetic to Mr G's current financial circumstances when arranging any repayment plan for the balance.

Overall, I am unable to fairly conclude that Motormile has acted in error here. I know this is not the outcome which Mr G wants. However, he does not have to accept it and may pursue this matter by alternative means, such as court, should he wish to do so.

my final decision

For the reasons outlined I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G to accept or reject my decision before 16 February 2015.

Mark Lancod
ombudsman