

complaint

Mr A complains that Compello Operations Limited (the business) has not provided him with the evidence he asked for about the debt it says he owes. He says that the business keeps changing the entity used to contact him.

background

Mr A contacted the business to ask for proof that the debt it was pursuing him for was his. In a letter sent in July 2014, he requested various pieces of information be sent to him. He says that these were not provided. Mr A followed up on this information request a number of times between July and September 2014. Mr A says that each time he requested information, the entity pursuing him for the debt changed from one business entity to another and that he had to start the process again.

The business says that Mr A had an account with a bank and that this was transferred in December 2011. A copy of the letter sent to Mr A explaining this and providing the name of the entity that would be contacting him about the outstanding debt has been provided. It says Mr A was provided with a final response letter in February 2014 which included statements of his account and a reconstituted credit agreement. The letter said that it was not required to provide other information requested by Mr A. Further letters sent in response to Mr A's letters referred back to the final response letter.

The adjudicator did not uphold this complaint. He said that although the business had not been able to provide the signed agreement this did not mean that the debt was not valid. He said that based on the information provided, including the historic running of the account, he did not find that the business was acting unreasonably by requesting payment of the debt from Mr A.

Mr A disagreed. He said he had been misled and that the information he had asked for had not been provided. He said that the business had breached the consumer credit act and office of fair trading rules. He also said that it had broken a number of rules and guidelines issued by the Financial Conduct Authority (FCA).

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 the evidence is incomplete, inconclusive or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence.

The business has not provided a copy of the original credit agreement. However, as the adjudicator has said, this does not necessarily mean that it can no longer pursue Mr A for the debt. If Mr A does want to further challenge the enforceability of the debt, he would need to do this through the courts. However, my role is to consider the case on the grounds of what is fair and reasonable. In this case, this means whether I find it fair and reasonable that Mr A is pursued for the outstanding debt.

I have looked at the account statements from before the debt was transferred. These show that Mr A was making use of the credit card and making repayments. Before the debt was transferred, Mr A had exceeded his credit limit and was making repayments of £1 per month. Based on this, I find nothing to demonstrate that Mr A did not agree to the original credit agreement and then spend on this card creating a debt.

I have looked at the letter sent to Mr A in January 2012 explaining that the account had been transferred. This set out the new legal owner of the debt and the details of the debt collecting agent. This transfer was carried out in line with the account terms and conditions. Because of this, I find it reasonable that Mr A is responsible for this debt and that he is contacted to discuss its repayment.

Mr A has raised a number of points about the actions of the business and other companies within the business group. He says it has breached various rules, including certain rules and guidelines issued by the FCA. He has asked for a response to each point raised, however given these cover many of the same issues about communication and right to contact, I have addressed them as a whole.

Overall, I find that the business has provided the information it has available and that it has told Mr A the legal owner of his debt and the company that will be contacting him about repayment. I understand that it can be confusing when different companies within the same group contact about a debt. However I have found nothing to demonstrate that the business has tried to mislead Mr A and I find that Mr A has been told when the company contacting him about repayment has changed. Because of this I do not find that the business has acted unreasonably in its attempts to contact Mr A about repayment.

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 A to accept or reject my decision before 3 March 2015.

Jane Archer
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