

## **complaint**

Mrs T has complained that Arrow Global Limited ('AGL') failed to supply paperwork when requested relating to a debt. Mrs T is also unhappy with the steps AGL has taken to recover this debt and any costs and charges it has added.

Mrs T wants the balance of the debt to be either written off or reduced to an amount which can be demonstrated as payable and fair, as well as £100 compensation.

## **background**

In 2012 AGL bought a debt that it says Mrs T owed to a financial business on a store card. Mrs T paid regular monthly amounts towards the debt until June 2017.

Mrs T has said that AGL did a number of things wrong since taking over the debt, as set out above. She has also said the card should never have been given to her in the first place, given her circumstances. Mrs T had asked AGL for a number of documents including her credit agreement.

AGL accepted that it took longer than it expected to deal with this request and apologised.

But AGL said it hadn't added any interest or charges to the debt. While the credit agreement isn't available, it said it can still ask Mrs T to pay back the debt. It also said the original creditor was responsible for the decision to lend to Mrs T in the first place, so she should contact them with any complaint about the lending decision.

Mrs T wasn't happy with AGL's response to her complaint and referred her complaint to our service.

In summary, our investigator found that AGL hadn't done anything wrong. Mrs T didn't accept our investigator's findings. She said as AGL were unable to get a copy of the credit agreement the debt is unenforceable and that AGL should cease collection.

The complaint has been passed to me for a final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs T has raised a number of complaint points and I'll address them below under different headings.

### *the delay in responding to Mrs T's request for her credit agreement*

Both parties agree that AGL took longer than expected when responding to Mrs T's request for a copy of her credit agreement. AGL said that the delay was because they were waiting on a response from the initial creditor. During this time whilst she was awaiting a response from AGL, Mrs T's account was placed on hold and no charges or interest were added.

So I can't fairly say that she's lost out as a result of this delay. AGL has apologised for the delay, and I think that's fair.

*the initial decision to lend to Mrs T.*

Mrs T has complained that the creditor shouldn't have lent to her in the first place. But the lending decision wasn't made by AGL and isn't their responsibility. Therefore, I can't consider the lending decision as part of this complaint against AGL.

If Mrs T is unhappy with the lending decision she has the option to complain to the lender. But as the event took place a number of years ago, she should be aware that there are time limits that usually apply for bringing complaints.

*the debt owed*

Nothing Mrs T has said leads me to conclude AGL should have thought there was a problem with the debt when it bought it. It also seems more likely than not that the debt owed was accurate. I say this because I've seen statements issued by both the original creditor and AGL – which have also been sent to Mrs T – and there's no evidence that Mrs T queried the amount owed with the initial creditor before AGL bought the debt. And I've noted that Mrs T continued to make regular payments from 2013 until 2017 which suggests that she accepted she owed the debt.

Although Mrs T has complained about charges and interest that've been added to the debt, I haven't seen evidence that AGL have increased the debt or added any interest or charges since they've bought the debt.

*the enforceability of the debt and the steps AGL has taken to recover it*

Mrs T requested that AGL provide her with a copy of her original credit agreement. AGL have been unable to obtain a copy of it. Whether or not the debt is legally enforceable is a matter for a court to decide – that's not something I have the power to determine.

It also doesn't seem that AGL have tried to mislead Mrs T about not having a copy of her credit agreement when she's enquired. But as I'm satisfied that Mrs T owes the debt, I don't think AGL has treated her unfairly in asking her to repay it.

I find the tone and frequency of the correspondence I've seen about this to be reasonable.

*other information Mrs T requested from AGL*

Mrs T is also unhappy that some other information she requested wasn't provided to her - in particular, a copy of the deed of assignment and information on how much AGL paid for her debt.

AGL has said that this is sensitive information between them and the creditor that they aren't obliged to provide it. So I don't think that they've acted unreasonably.

*conclusion*

Having carefully considered all of the evidence, I think that AGL have treated Mrs T fairly and reasonably since taking over the debt.

**my final decision**

I don't uphold Mrs T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 11 October 2019.

Daniel O'Shea  
**ombudsman**