

## **complaint**

Mr and Mrs A, represented by Miss B, complain that Rossendales Collect Limited (the business) chased them for a debt which they do not recall accruing.

## **background**

In November 2013, Mr A was contacted by the business explaining that it had been appointed as the debt collector for a client and it was trying to recover a debt of over £5,500. Mr A contacted the business to say that he did not recognise this debt. Mr A then wrote to the business saying that the account was statute barred.

The business says that it was provided information from its client about an account in the names on Mr and Mrs A and that it contacted Mr A in good faith. It says that it received calls from Mr A on 14 and 15 November. It says that on the first call Mr A said that the debt was not his and so it advised him what to do if he thought a fraud had occurred. It says that on the second call Mr A said he wasn't sure if he had taken out the credit agreement. It said it would place the account on hold for 14 days while Mr A requested a copy of the original credit agreement. The business then received a letter from Mr A saying that the debt was statute barred. The business sent a letter to Mr A dated 23 December 2013 saying that it would contact its client for more information and that the account would be placed on hold. It accepted that the account was not placed on hold and that Mr A was contacted again in January 2014. In February 2014 it wrote to Mr A to say that the case had been returned to its client and that it would not contact Mr A again.

The adjudicator said that Mr and Mrs A were entitled to bring a complaint against the business as well as the original account holder. He said that the business had not put the account on hold as it said it would in December 2013, and that it had not provided Mr A with any information following its contact with its client about the debt. He found that the business should have done more and suggested that it pay £125 compensation in settlement of the complaint.

The business did not agree that it should pay £125. It accepted that it had made a mistake by not putting the account on hold in December 2013 and apologised for this. It said that its contact with Mr A had been minimal and it had acted in good faith.

## **my findings**

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

This complaint is brought against the business and so I can only consider the role it has played and the service it has provided.

I accept that the business acted in good faith, based on information it had been provided with, when it contacted Mr A about the debt. However, I also accept that this contact caused Mr and Mrs A stress as they were not aware of the debt. The business then made a mistake by not putting the account on hold in December 2013, after saying it would. This added to the stress caused to Mr and Mrs A.

I find that the business could have done more to assist Mr and Mrs A. After receiving Mr A's letter saying the account was statute barred, the business said it would contact its client

about this. The business did not then follow up with any information to Mr A about its investigations.

The business closed Mr and Mrs A's file and passed it back to its client. It wrote to Mr A in February to tell him this had happened and that it would not contact him again. So, while I have seen that Mr A has been contacted since that date by another company this is not the responsibility of the business. By passing the account back to its client I accept that the client is now responsible for providing the information to Mr and Mrs A about the debt and responding to their comments that the debt is statute barred.

Overall, I agree with the adjudicator that the business could have done more to assist in this process and that the contact about this debt has caused stress and upset to Mr and Mrs A. Because of this I find that £125 compensation is fair and reasonable.

### **my final decision**

My final decision is that I direct Rossendales Collect Limited to pay Mr and Mrs A £125 compensation in settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss B, on behalf of Mr and Mrs A, to accept or reject my decision before 7 April 2015.

Jane Archer  
**ombudsman**