

## **complaint**

Mr R complains about a County Court Judgement (CCJ) Robinson Way Limited has obtained in relation to an old credit card debt. Mr R says he's previously agreed a settlement for the debt and that the balance is too high.

## **background**

Mr R had a credit card debt with Barclaycard that defaulted. In 2012 Barclaycard dealt with a complaint from Mr R after it used some of Mr R's savings (under a right of set off) to repay part of the outstanding balance.

Robinson Way was passed the debt of £2,666.45 to administer in September 2015 and started writing to Mr R at his last known address. Mr R has since told us that he had moved – so didn't receive the letters – but that his wife remained at the registered address.

In 2017 a CCJ and Warrant of Control were issued, increasing the balance to £4,140.72 due to interest and court fees.

Mr R complained but Robinson Way didn't agree it had made an error. Mr R went on to ask this service to look at his complaint but the investigator didn't think Robinson Way had made a mistake. As Mr R didn't agree, the complaint's been passed to me to decide.

## **my findings**

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

I can appreciate how frustrating this situation must be for Mr R having not received any communications about the credit card debt for a number of years. And whilst I note Mr R has concerns over the level of debt he's now being asked to pay – he says he's previously agreed a partial settlement – I'm limited in what I can look at here. My role is to decide what, if anything, Robinson Way has done wrong in relation to collecting this debt.

In 2012 Mr R complained about Barclaycard's decision to use savings to repay part of the debt. He also said that he'd agreed to a partial settlement at that time. We've got a copy of Barclaycard's final response which doesn't agree an error was made and said no partial settlement offer remained in place.

I should explain that the above issues occurred before Robinson Way took administration of the debt over, so I'm not able to comment on what happened in 2012. All I can say is that in 2012 Barclaycard confirmed there was an outstanding balance owed by Mr R after he complained.

I can only look at what's happened since Robinson Way was asked to collect the outstanding balance in 2015.

In this case, Robinson Way is acting as a debt collector for its client, the debt owner. It was given information about the debt of £2,666.45 and Mr R's contact details in 2015 when instructed. And it went on to send several important letters to Mr R at that address between 2015 and 2017.

Mr R, in turn, has explained that he wasn't living at the address where the debt was registered – so he didn't receive any of the letters Robinson Way sent. He's given us evidence to show he was living elsewhere at the time. But he's also said that his wife remained at the registered address and he's now living there again. So I need to decide whether Robinson Way acted reasonably by contacting Mr R at this address.

And whilst I don't doubt what Mr R tells us about having moved, that doesn't mean Robinson Way made an error. Whilst Mr R had moved it doesn't appear he told the debt owner or its agents about his new address. So when the debt was passed to Robinson Way to collect it continued to contact Mr R in line with the information it had on file. I'm satisfied that was reasonable in this case. In addition, Mr R has confirmed that his wife remained at the property so he had a link with that address. And while Mr R may dispute the amount owed, he hasn't disputed knowing a debt was outstanding so I would have expected him to contact the original debt owner – who would have explained who he needed to contact, had Mr R been unaware of the letters Robinson Way had sent him.

Looking at Robinson Way's letters, it's clear it was prepared to discuss the debt before it took the decision to start legal action. And I've not seen anything to indicate it wasn't willing to come to terms with Mr R – its letter sent in December 2015 offered to reduce the balance by 50% for instance.

As Robinson Way didn't receive any contact from Mr R for an extended period I'm satisfied that its decision to seek a CCJ was reasonable at that point.

As I've said, I can only look at what Robinson Way has done in this case. Having done so, I'm satisfied that it was asked to collect £2,666.45 from Mr R when it was instructed in 2015. And I'm satisfied Robinson Way acted reasonably by obtaining a CCJ for the debt, interest and costs, having not heard from Mr R with any alternative offers. I have taken Mr R's comments about his address history on board but as he didn't update his contact details with the debt owner or its agents I haven't found anything to show Robinson Way made an error.

I should also add that as a court has decided the level of debt now outstanding we can't comment on that. If Mr R feels the amount awarded isn't right he'll need to take that up with the courts.

If Mr R is experiencing financial difficulties now we'd expect Robinson Way to treat him positively and sympathetically by discussing suitable payment options based on his circumstances. But this can only happen if Mr R is willing to enter into meaningful discussions with Robinson Way.

Robinson Way has said Mr R can call it on 0345 266 8876, email it at [contactus@robinson-way.com](mailto:contactus@robinson-way.com) or go online at [www.robway.co.uk](http://www.robway.co.uk) to discuss the outstanding debt.

There are also third party organisations Mr R can contact if he wants to obtain impartial advice about his finances:

- Stepchange Debt Charity on 0800 138 1111 or [www.stepchange.org](http://www.stepchange.org)
- National Debtline on 0808 808 4000 or [www.nationaldebtline.co.uk](http://www.nationaldebtline.co.uk)

- Citizens Advice Bureau has local offices that can be located at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

**my final decision**

For the reasons give above, my decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 5 December 2018.

Marco Manente  
**Ombudsman**