

## **complaint**

Mr D is unhappy that BPO Collections Limited (“BPO”) continued to seek repayment for a debt after it was disputed.

## **background**

BPO are acting as debt collectors on behalf of another business, for a debt relating to a credit card which defaulted in 2012. Mr D disputes that he owes the other business any money. Mr D contacted BPO in June 2017, saying he had no knowledge of the debt they were seeking repayment for.

BPO sent Mr D a copy of the signed credit agreement for the credit card, along with statements showing the debt. BPO put Mr D’s account on hold for 30 days to allow him to give them further details of the dispute. BPO says Mr D didn’t respond with any specific information, so it continued to seek repayment. Mr D continued to dispute the debt and asked BPO to stop all contact with him.

Our investigator didn’t uphold the complaint. They thought BPO had acted fairly. Mr D disagreed, so the complaint has been passed to me.

## **my findings**

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

Having done so, I agree with our investigator that the complaint shouldn’t be upheld. I’ll explain why.

Mr D has given us details of an ongoing dispute with the business that the debt is owed to. He’s also offered to send in paperwork and further information about this. But, he’s specifically asked to complain about BPO – not the other business. So, I’ve only considered what BPO has done.

What I need to consider is whether BPO has treated Mr D fairly when pursuing the debt.

In response to the investigator’s assessment, Mr D said he believes BPO hasn’t been compliant with section 7.5.3 of the FCA Consumer Credit sourcebook. This states:

*“A firm must not ignore or disregard a customer’s claim that a debt has been settled or is disputed and must not continue to make demands for payment without providing clear justification and/or evidence as to why the customer’s claim is not valid.”*

BPO has responded to Mr D’s claim the debt is disputed – so I don’t think it’s ignored or disregarded this. It put Mr D’s account on hold for 30 days – so it didn’t continue to demand payment while it investigated the issue. And, it sent Mr D a signed credit agreement for the credit card and details of the debt. In this case, I think this is justification as to the claim not being valid. So, I don’t think BPO has gone against this guidance.

I’ve also considered if BPO has done anything else wrong. But, I don’t think it has. Mr D says the debt doesn’t exist, or isn’t his. But, he hasn’t given us, or from what I’ve seen, BPO, any evidence or specific information about why this is. So, I don’t think it was unreasonable for BPO to continue to try to recover the debt after the 30 days it put the account on hold.

I've also considered what Mr D said about BPO not providing evidence to counter the specific elements of the dispute with the other business – including jurisdiction of law. But, these issues weren't raised with BPO. And, I don't think in this case it's reasonable to expect it to respond on the other business's behalf.

**my final decision**

My final decision is that I don't uphold Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 18 December 2017.

John Bower  
**ombudsman**