

complaint

Mrs M complains Arrow Global Limited is wrongly pursuing her for a debt and instructing unauthorised third parties to collect the debt. She wants Arrow Global to withdraw its action and write off the debt.

background

On 20 January 2015, Arrow Global purchased an outstanding debt of £3,661.16 from HSBC. The account pertained to a credit card account in Mrs M's name.

In September 2017, Mrs M wrote to Arrow Global disputing the outstanding debt and requesting evidence to prove the account was her responsibility, as she didn't recognise it. She says the documents it provided were redacted, added to and were a composition of multiple documents. She asserts there is no evidence, which binds the credit agreement provided, to this account.

Mrs M says that Arrow Global hasn't provided enough evidence and has referred her account to third party solicitors, who she believes to be unauthorised, to pursue her for this debt. She points out a county court action has been stayed and she asks that the outstanding debt be written off.

Arrow Global says it has purchased this account in good faith and responded to her requests for information. In its final response, it didn't uphold Mrs M's complaint. It said it had applied to the original lender for the required information and when it was made available sent copies directly to Mrs M, having updated her on the progress in the interim. It felt the evidence was sufficient to show this account was Mrs M's responsibility and reiterated its right to issue legal proceedings through its third-party solicitors.

Mrs M brought her complaint to this service and an investigator looked into matters for her. He contacted the original lender who confirmed Mrs M's details and that this was a credit card account taken out in her name. It confirmed no repayments had been made towards the outstanding balance. It provided system evidence to show it had previously engaged the services of two other debt collecting agents before it sold the debt to Arrow Global. He noted that Mrs M didn't dispute having an account with the original lender and the credit agreement appeared to contain personal information relating to Mrs M and her signature.

On balance, he thought there was enough evidence to show Arrow Global had fairly and reasonably pursued Mrs M for a debt it acquired in good faith. It had taken steps to provide Mrs M with as much information as was available from the original lender and in his view, there was enough to persuade the outstanding balance was Mrs M's responsibility.

Mrs M disagreed. She says the investigators view failed to address several points, she asserts:

- Arrow Global is unlawfully engaging a third-party solicitor to recover the debt
- Arrow Global has repeatedly breached S78 of CCA 1974
- Arrow Global has failed to provide evidence that this debt belongs to her and the evidence provided has been altered or doesn't appear genuine.

Mrs M asked for an ombudsman review.

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've looked at all the information from both parties afresh. Having done so, I've reached the same view as the investigator. I understand this will come as a disappointment to Mrs M, I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Firstly, I've looked at the information from the original lender, which has been provided to Mrs M. The credit agreement has Mrs M's name on it, contains personal information pertaining to her and appears to have her signature. I've also seen information from the original lender that confirms the debt was sold to Arrow Global and so I'm persuaded there is enough evidence to show Arrow Global purchased the debt in good faith and hasn't acted unreasonably in relying on the information supplied by the original lender in seeking repayment from Mrs M.

I appreciate Mrs M has raised a number of concerns about the use of third-party solicitors and whether or not they are authorised to carry out debt collecting. But this is not a matter on which I'm able to comment. This service doesn't act in the capacity of a regulator that is the role of the Financial Conduct Authority (FCA), whom I understand Mrs M has already been in contact with.

I'm also not able to comment on whether or not a debt is enforceable, that is a matter for the courts to decide. My role is to consider all the available information from both parties. Where the information I've got is incomplete, unclear or contradictory, as some of it is here, I have to base my decision on the balance of probabilities. That is to say, what I think is more likely to be the case.

From what I've seen, I don't find Arrow Global have acted unreasonably or unfairly in pursuing Mrs M for the outstanding debt. I've noted Mrs M hasn't disputed that she had a credit card account with the original lender, but if she wishes to dispute the legitimacy of the account, she is at liberty to raise a complaint directly with the original lender as the investigator has already explained.

I appreciate Mrs M holds a different view and will be disappointed with my decision but I'm not going to ask Arrow Global to do anything further.

my final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 10 September 2020.

Wendy Steele
ombudsman