

complaint

Ms P complains that Robinson Way Limited (RWL) is asking her to pay a debt which does not belong to her.

background

RWL contacted Ms P in March 2014 regarding two debts she had with her bank. One was in the sum of £956.76. The other outstanding amount was £608.56. Ms P says that the first debt is from an account she held in joint names with her ex-husband. Ms P says that the account was split into two debts. She says that RWL is trying to collect the debt twice from both her and her husband. Ms P says that the smaller debt is not hers. She raised her concerns with RWL.

RWL explained to Ms P that the information passed to it by her bank showed that one debt related to an account she held with her ex-husband. The second was from an account in her sole name. Ms P does not accept this and brought a complaint to us to consider.

The adjudicator did not recommend that the complaint should be upheld. She considered that the evidence from Ms P's bank and RWL showed that there had been two outstanding balances. One was from an account in joint names. The other was in Ms P's sole name. In light of this, the adjudicator considered that the debts belonged to her.

The adjudicator did not consider that RWL had breached the Data Protection Act when it sent a copy of the Notice of Assignment for the joint account to Ms P. The adjudicator considered that it was reasonable for RWL to send it to both Ms P and her ex-husband as the account had been in joint names.

Ms P is not happy to accept the adjudicator's recommendation. She says that she does not have any paperwork with the account no on for the £608.56 debt. Ms P says she paid off the other debt by cheque. She also points out that she and her ex-husband have the same initials so their accounts have been confused.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

Outstanding debt

Ms P says she paid off the debt of £956.76 by cheque. RWL says this has not happened and the debt is still outstanding. Ms P has not produced written confirmation which could lead me to safely conclude that she did pay off this debt. In light of this I am unable to find that Ms P did in fact pay this balance off. I am also persuaded by the statements relating to the account which have been produced. These show that the debt is outstanding, and that it was not cleared in part by way of a payment from Ms P. As such, RWL has acted reasonably in asking her to repay this debt.

I note that Ms P says that she does not have any statements that link her to one of the accounts in question. This is for the debt of £608.56. RWL has however produced a copy of statements for both debts. These record the account numbers in question, the sum outstanding and that the accounts belong to Ms P. One account clearly belongs solely to Ms P, while the other is in joint names. In light of this, I find that the debts belong to Ms P.

Data protection

I do not find that there has been any breach of the Data Protection Act (DPA) by RWL. It was entitled to send both Ms P and her ex-husband a copy of the deed of assignment as the account was in their joint names. As such, both needed to be informed that the debt had been passed on. As the adjudicator has explained however, any continuing concerns that Ms P has in this respect should be raised with the Information Commissioners Office. It can determine whether a breach of the DPA has occurred.

my final decision

For the reasons I have explained, my decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms P to accept or reject my decision before 28 May 2015.

Rosemary Lloyd
ombudsman