

## **complaint**

Mr W complains that Hillesden Securities Limited (trading as dlc) (the business) has not provided him with proof that the loan it is requesting payment for is his. He says he does not remember taking out the loan.

## **background**

Mr W says that he does not recall taking out the loan that he has been making payments on and that he should not be required to make any further payments. He says he was previously in a debt management plan which paid his debts.

The business says that Mr W entered into the original agreement in 2004 which defaulted in 2006, and that it acquired the account in November 2007. The business says that Mr W contacted it in 2007 offering to pay £10 per month towards the outstanding balance. It says that Mr W remained in contact and maintained his payments. The business says that Mr W did tell it he had entered into a debt management plan to pay his creditors. But it says that he then told it on several occasions from 2009 to 2013 that he was not using the debt management plan to pay this account and wanted to deal with the business directly.

The business says it has made a number of attempts to get a copy of original agreement from the original finance provider but this has not been provided.

The adjudicator said that after the business contacted Mr W in 2007, he offered to pay £10 per month and that this amount steadily increased up to £120 per month. She said that Mr W had maintained contact with company since 2007 making payments and informing it of changes to his address and telephone number. Based on this, and because the issue with this debt was not raised until July 2014, she did not recommend that this complaint was upheld.

The adjudicator said that although the business had not been able to provide a copy of the original agreement, this did not prevent it being able to request payment from Mr W.

Mr W did not agree and said he did not understand how the business could keep the money he had paid or say that he still owes it money.

## **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, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence.

I understand that Mr W does not recall taking out the original finance to which this debt relates. I also understand that he had thought it might be related to a different debt which he had repaid. The adjudicator confirmed that this was not the case and that this was separate debt.

I accept that a copy of the original finance agreement has not been provided, despite the business requesting this from the original finance provider.

The business has shown that Mr W was sent a letter in November 2007 saying that the business had taken over his debt. Mr W then contacted it making an offer to £10 per month towards the outstanding debt. These payments continued and increased over the next few years. I find it unlikely that Mr W would have continued to make payments on a debt that he did not think was his.

I understand that Mr W was in a debt management plan but the business' contact notes state that Mr W said he did not wish this debt to be part of the plan and instead he wanted to deal directly with the business. Based on the evidence, I find that Mr W did deal directly with the business on this debt.

Mr W maintained contact with the business; informing it of changes to his address and telephone number and discussing payment amounts. Again I find it unlikely that while maintaining contact with the business he would not have mentioned that he did not think the debt was his. It was not until July 2014 that Mr W raised his concerns.

I understand that a copy of the original agreement has not been provided but this does not prevent the business from requesting payment.

Therefore, while I understand Mr W's concerns about the debt, I find on balance that the business is not acting unreasonably by requesting payment.

### **my final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W to accept or reject my decision before 8 June 2015.

Jane Archer  
**ombudsman**