

## **complaint**

Mr E complains that Fredrickson International Limited has tried to recover an old credit card debt from him. He says he does not owe the money and complains that Fredrickson has harassed him and breached industry guidelines.

## **background**

Mr E complains that Fredrickson, a licensed debt collector, has tried to recover a disputed credit card debt from him. He complains that Fredrickson has never given him papers proving he owes the debt. Also it has threatened him with court action which he says is in breach of industry guidelines.

Fredrickson says it has done nothing wrong. It has tried to recover a legitimate debt passed to it by a credit card company. And Mr E needs to get his paperwork from the original credit card company.

The adjudicator did not uphold the complaint. He explained that we could not decide if an agreement was enforceable. This was a matter for the courts. In any event, he said that the signature on the credit card agreement and the signature on Mr E's complaint form to us looked very similar. He concluded that the business has done nothing wrong by trying to help a creditor recover an outstanding debt. He looked carefully at the letters sent by the business and concluded that they were not threatening and it had not breached industry guidelines.

Mr E was unhappy with this response. In summary, he said that other companies were also trying to recover the same debt. He also made complaints about the original credit card company and said that the business has not proved he owes the debt.

The adjudicator still did not uphold the complaint, and explained we can only consider the complaint against Fredrickson. Further, we cannot consider complaints about the credit card company. The adjudicator said Fredrickson did not have copies of the documents that Mr E wanted. He needed to get these from the credit card company.

Mr E was still unhappy with this answer.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I agree with the adjudicator for much the same reasons. This service cannot decide whether the original debt agreement was enforceable. Only a court can decide that. Mr E should obtain documents from the original credit card provider about the debt and take court action to show he does not owe the money. I accept that Fredrickson does not have these documents. Fredrickson, as a licensed debt collector, has relied on evidence provided by the original debtor and is entitled to try to recover the debt from Mr E.

I have carefully considered the letters sent to Mr E from Fredrickson. Sending letters which tell him about court action if he does not pay, is not a breach of industry guidelines. I do not find that they are harassing letters. Further, in this decision I can only consider the complaint against Fredrickson, not linked companies or the original creditor. Mr E should take up the issue of more than one company pursuing him for the same debt with the original creditor.

Taking all this into account, I find that Fredrickson has done nothing wrong by trying to recover the debt.

**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 E to accept or reject my decision before 20 January 2015.

Clare Hockney  
**ombudsman**