

complaint

Ms R complains that 1st Credit (Finance) Limited has been harassing her to repay a debt, causing her great distress. She also disagrees with the amount 1st Credit says she owes.

background

1st Credit says it bought Ms R's debt from a third party in July 2005. Since then, 1st Credit has attempted to recover the outstanding balance from Ms R either directly or via a debt collection agent. Ms R complains that these attempts – by phone and by post – amount to harassment and have caused her great distress. She also says she has information that shows the sum 1st Credit is trying to recover is wrong.

Our adjudicator did not uphold the complaint. She explained that this Service was unable to consider the transfer of Ms R's debt to 1st Credit as this happened before this type of activity came within our jurisdiction. On the issues we were able to consider, our adjudicator was not persuaded that the account balance was wrong or that 1st Credit had harassed Ms R for repayment of the debt.

Ms R did not accept those conclusions so the matter was referred to me.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I do not uphold the complaint.

First, Ms R complains about the outstanding balance when the debt was bought by 1st Credit in July 2005. She believes the debt was only about £350; 1st Credit has shown that it was £457.72.

The extent of my power to consider complaints is set by the Financial Services and Markets Act 2000 and the Financial Service Authority's Dispute Resolution: Complaints (DISP) rules. Complaints about consumer credit activities did not come under our jurisdiction until April 2007. As a result, I am unable to consider issues surrounding the transfer of the debt from Ms R's original creditor and 1st Credit. Having said that, 1st Credit has provided its notes for the account showing that the debt it bought in 2005 was £457.72. Ms R has not provided evidence that this was wrong.

1st Credit's internal notes show that it received a payment of £1 in March 2006 and the same amount in April 2011. No other payments have been made and 1st Credit has not added any interest or charges. As such, I find no evidence that the amount that 1st Credit is looking to recover from Ms R is wrong.

Finally, Ms R complains about the way in which 1st Credit traced her phone number. 1st Credit has explained that it obtained this from a credit reference agency. In the circumstances, I am satisfied that 1st Credit was entitled to try to recover the debt from Ms R and that it took reasonable steps to try to trace her. I am not persuaded that it acted inappropriately by tracing Ms R's phone number in the way it did.

Finally, 1st Credit's records appear to show that it sent Ms R two letters, three text messages and phoned her seven times once it had traced her. When Ms R called 1st Credit

in January 2013 to ask it not to phone, it removed her number from its records. In the circumstances, I do not consider this level of contact to be unreasonable. It follows that I am not persuaded that 1st Credit has harassed Ms R for repayment of the debt.

my final decision

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

Simon Begley
ombudsman