

complaint

Mr A complains that Creation Financial Services Limited sold his account to a debt management company.

background

Mr A had a debt with Creation which he had been repaying by arrangement. Creation wrote to Mr A and advised him that his account had been sold to Lowell Portfolio.

Mr A is unhappy that his account was sold. He says that he never missed a payment in his repayment arrangement in the last 5 years.

The adjudicator did not uphold the complaint. She said that the terms and conditions of the account allowed Creation to sell the debt.

Mr A did not agree. He says that Creation told him that his repayment arrangement would remain in place until his account was paid off, provided that he didn't miss any payments. Mr A says that he accepted responsibility to repay all of his debt despite the fact that Creation invited him to pay £1000 in full and final settlement in 2011.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr A's account was transferred to Lowell in February 2016 and the outstanding balance at that time was £2970.11.

I can see that Mr A opened his account with Creation on 7 January 2011. I've looked at the terms and conditions of the account. These say that Creation can sell or transfer the account. Because Creation has acted in line with the terms and conditions of the account, I'm unable to say that it has done anything wrong.

I understand that Mr A wants to keep his repayment arrangement. He says that Creation should not have been able to sell his account because it told him that the repayment arrangement would be in place until the account was paid off. I can see that Creation wrote to Mr A in October 2016 and told him that Lowell would honour any existing payment arrangements. There's no evidence to suggest that the sale of the account has altered Mr A's repayment arrangement, so I can't say that Creation has acted unfairly.

Taking all of the circumstances of this complaint into account, I'm satisfied that Creation has acted in line with the terms and conditions of the account and I won't be asking it to do anything.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 3 November 2017.

Emma Davy
ombudsman