

complaint

Mrs V complains that Akinika Debt Recovery Limited is contacting her about a debt, when she already has a repayment arrangement in place with the bank from which she borrowed the money. She does not want to deal with a debt collection agency.

background

Akinika responded to Mrs V and to our subsequent enquiries, saying:

- The balance owed of just under £400 was undisputed, outstanding and overdue
- The creditor bank had written to her, advising that it was appointing Akinika as its agent in this matter
- Akinika had then written to her about the debt
- 16 days later, Akinika received a letter from her offering to pay £10 per month
- It replied on the same day, sending her the relevant documentation
- Just over one month later, it received a letter from us saying that she had made a complaint
- One week later, it sent a final response letter to her, declining her complaint

Just under a week after Akinika sent its final response letter to Mrs V, she wrote to us saying she did not feel comfortable handing over money to debt collection agents, and refusing to do so.

Our adjudicator did not think the complaint should be upheld. He said it was a decision for the creditor bank whether or not to appoint a debt collection agent. He did not feel that Akinika, having been appointed by the bank, had done anything wrong.

Mrs V disagreed with our adjudicator, and her complaint was referred to an ombudsman for review.

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 evidence is incomplete, inconsistent or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

Akinika said that the creditor bank wrote to Mrs V, advising that it had been appointed as the bank's agent, but did not provide supporting evidence. Our adjudicator said it was a decision for the creditor bank whether or not to appoint a debt collection agent, but no information was provided about the terms and conditions under which Mrs V borrowed the money. However, Mrs V did not challenge either of these statements, and I find that they are more likely than not to be correct. Mrs V also did not challenge Aninika's statement that, before she complained about this matter, she had offered to make payments to it. Neither did she suggest something had happened since she made that offer, to cause her to decide that she did not want to deal with Aninika.

Therefore, I have come to the same conclusion as our adjudicator, for similar reasons.

my final decision

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs V to accept or reject my decision before 24 April 2015.

Roy Mawford
ombudsman