

## **complaint**

Mr E complains about the way that Global Debt Recovery Limited managed a debt he owed.

## **background**

In late 2005, Mr E entered into a credit card agreement. He experienced financial difficulties and was unable to pay off his balance. The debt was transferred to Global Debt in 2011. Mr E asked for a notice of assignment of the debt but he says did not receive this. He started to make payments to reduce his debt but he says these weren't initially recorded properly.

Mr E points out that his debt with the original provider was closed in 2009. As such it is unenforceable given six years has passed.

Mr E brought a complaint to us to consider as he has not received the notice or deed of assignments of his debt to Global Debt. Further he says the debt is unenforceable.

The adjudicator considered that it was not for this service to decide if the debt is unenforceable. He considered that the time limit would in any event run from the date of the last payment made by Mr E to Global Debt.

The adjudicator considered that although the deed of assignment may not be available given the passage of time, he was satisfied that the debt had been transferred to Global Debt. The adjudicator noted that Mr E was sent letters in 2015 telling him who he should make repayments to. In light of this, the adjudicator did not recommend that the complaint should be upheld.

Mr E does not agree. He says, in summary, that Global Debt breached legal obligations when it did not give him a notice of assignment. Mr E points out we do not have a copy of the original deed of assignment.

## **my findings**

I've considered all the available evidence and arguments to decide what's 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 and in the wider circumstances.

The role of this service is to decide what is fair and reasonable in a case. We are different from a court whose role it is to apply the law. We take the law into account, but our decisions can be different than if a consumer had taken a case to court.

I can understand why Mr E wanted to be sure that his debt had been transferred from the original account holder to Global Debt before he made repayments to it. The debt was transferred to it in 2011. A letter was sent to Mr E telling him that it would be recovering the debt. Global Debt says it gave Mr E a copy of the notice of assignment in 2012. Mr E says he did not receive the notice. He did however make repayments to Global Debt in 2012.

Mr E contacted Global Debt later in 2014 asking for the notice of assignment. It said it had already sent it. In 2015, Global Debt gave Mr E details of his original credit card account.

Overall therefore I find that Mr E has enough information to be aware that the debt has been passed to Global Debt for recovery of it. I don't think it is necessary for it to be able to produce the original deed to prove this. I note that Mr E made repayments to the debt from 2012, so I consider that he was persuaded that there had been a valid assignment of it.

I consider that Mr E was sent a notice of assignment in 2012. It is unfortunate that he did not receive this, but I am not persuaded that it was not sent. I find that the debt is due to be paid by Mr E, and that Global Debt is entitled to take steps to recover it.

Mr E says that the debt is unenforceable. Like the adjudicator, I consider that we do not have the power to make a ruling on this. This would be better suited for a court to determine.

I appreciate Mr E will be unhappy with my decision. However, he is not bound by it. If he does not wish to accept my decision, he can choose to consider alternative action against Global Debt, for example through the courts.

### **my final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 25 February 2016.

Rosemary Lloyd  
**ombudsman**