

## **complaint**

Mr G complains that Wescot Credit Services Limited ("WCSL") has unfairly harassed him in pursuing him for a debt which had been settled, and that it hasn't handled his data correctly.

## **background**

Mr G had a debt with a lender ("L"). Mr G said that he had sent L a cheque payment in September 2010 in full and final settlement of the debt. But because the cheque had been cashed, and as he had heard no further from L, he believed that his cheque had been accepted by L in full and final settlement of the balance outstanding.

The debt was later bought by another company (L2). L2 instructed WCSL to collect the debt in 2011 for about six weeks, and then again in 2015. WCSL said that it was told by L2 that there was no evidence that L had accepted the cheque in full and final settlement, and that Mr G was previously informed in 2012 that the payment of £1 in full and final settlement of his debt wasn't acceptable. Mr G disputes this.

Mr G also said that the collection calls and letters he received from WCSL were unreasonable, and that it had ignored his correspondence in 2012 that the debt had been settled. He was also unhappy that WCSL had sent a letter addressed to him to an incorrect address, and that the recipient was able to see through the envelope window that it was from a debt collector. He also said that WCSL was in breach of data protection legislation.

The adjudicator didn't recommend that the complaint should be upheld. She said that WCSL had no records to show that the debt was written off by L. She also recommended that Mr G take his data protection dispute to the Information Commissioners Office (ICO) as it was their role to police data protection breaches. She also said that she didn't think that WCSL's debt collection letters were unreasonable and she had noted that its envelopes weren't branded with WCSL's name.

Mr G disagreed and responded to say, in summary, that the circumstances of his "settlement" of the original loan were not the subject of his complaint. Rather, he was complaining about the type, content and frequency of WCSL's recent debt collection correspondence and the fact that WCSL was unable to retrieve and consult his original correspondence to WCSL in 2012. He said WCSL had treated him as though he had never explained the details of the settlement in 2010. He said that WCSL withdrew from taking further action against him in 2012 because of this. So, it appeared to him that WCSL was ignoring his position/defence which he found intimidating. He also said that WCSL phoned him on 17 occasions over a five week period to pursue the debt, and that its agents had contacted him more recently on four occasions, after WCSL had told him that it had removed his contact numbers from its records.

## **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 things are not clear, or in dispute, I make my findings on what I think is most likely to be the case. I take into account the evidence which is available to me and the wider surrounding circumstances.

I note that L sold Mr G's debt to L2, and that L2 instructed WCSL to collect Mr G's debt from late December 2011 until February 2012, and again in May 2015. I understand that the debt is still outstanding, which is why L2 had asked WCSL to collect it on two occasions. I have seen WCSL's contact note dated April 2012 which showed that WCSL had written to Mr G to tell him that it would no longer be dealing with his account and that he should contact L2 direct to discuss the next steps. WCSL said that this letter didn't mean that the account/debt had been settled or written off, and at no point had Mr G been told by it that this was the case. In any event, as L2 has told WCSL that the debt is still outstanding, I can see why WCSL contacted Mr G when it was instructed to collect the debt in May 2015.

Mr G said that he had sent WCSL correspondence in 2012 to show that he had settled the debt in 2010. I can see that Mr G is unhappy that he hadn't received a response from this service as to whether WCSL currently has his correspondence from 2012. I asked the adjudicator to clarify this with WCSL and it responded that it no longer has copies of correspondence sent to it by Mr G in 2012. It only has its contact notes from that time, which I have seen.

Mr G also said that he had asked for his phone number to be removed from L's records in 2010, and he is unhappy that it was being used by WCSL to contact him. WCSL said that L2 had given it Mr G's current phone numbers to use to contact Mr G. L2 had said that they were the relevant and up to date contact details for Mr G. I can see that WCSL relied upon the current information it received from L2 in May 2015, and so I don't think WCSL had acted inappropriately in these circumstances in using the phone numbers to contact Mr G. I also note that when Mr G complained about the matter to WCSL, it then removed his contact numbers from its records, and he received no further calls from WCSL.

Mr G has also complained about the number of collection calls he had received. I note that he received 17 calls in just under six weeks, which amounted to approximately one call every two to three days. I would consider a call every day to be unreasonable. But WCSL did not make daily calls to Mr G. If Mr G was unhappy about the frequency of the calls, I think it would have been reasonable for him to have asked for the calls to stop, or to ask for his numbers to be removed, which I note he ultimately did. I also note that calls were made to Mr G's mobile whilst Mr G was at work. Again it would have been reasonable for Mr G to ask WCSL to remove his mobile number if he was unhappy about this. But as Mr G did not respond to WCSL's letters or calls until July 2015, I can see that WCSL wouldn't have known the extent of Mr G's concerns about the calls before then.

Mr G is also concerned that WCSL had passed his contact number onto a third party ("B") after he had told WCSL to remove his contact number. But WCSL said that it had no connection with B, and it hadn't asked B to collect the debt on its behalf. I note that the adjudicator had suggested to Mr G that if he remains concerned with who B is, he does have the option of contacting it directly to get further information.

Mr G is also unhappy about the nature of the correspondence he has received from WCSL. I appreciate that it is unsettling to receive debt collection letters. But I agree with the adjudicator that the communications I have seen from WCSL are written in appropriate language, and asked Mr G to contact it urgently to discuss the matter. I also note that the letters said that if Mr G contacted WCSL, the letters and calls would stop. In view of this, I think that it would have been reasonable for Mr G to have made contact with WCSL sooner to explain his position, rather than ignore the letters and calls.

Mr G is also unhappy that a letter addressed to him was sent to an incorrect address. I note that WCSL has apologised to Mr G for this and explained why this happened. But, as a result, Mr G said that a third party could see that he was being pursued by a debt collection company, as he said that WCSL's name could be seen through the window part of the envelope. But I note that the envelope said that it was to be opened by the addressee only, and that WCSL's name does not appear on it. I also don't think that WCSL's name could have been seen through the window as WCSL's name on its correspondence is placed sufficiently far away from the address for it not to be seen through the envelope window.

I appreciate that the situation has been upsetting for Mr G and I don't underestimate his strength of feeling. But overall, for the reasons I have explained above, and on balance, I don't think that WCSL has acted inappropriately. If Mr G wishes to pursue the data protection aspects of his complaint, he should contact the Information Commissioner's Office ("ICO") which is the appropriate body for the enforcement of the Data Protection Act. Its helpline is 0303 123 1113.

### **my final decision**

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 29 December 2015.

Roslyn Rawson  
**ombudsman**