

The complaint

Mrs T makes a number of complaints about Hoist Finance UK Limited following a debt it bought.

What happened

Mrs T says Hoist says it bought her debt from a business I will call "B". She says Hoist can't prove the debt is enforceable or that the correct assignment process has been followed and as a result she can't check the amount of the debt which she disputes. Mrs T says her Solicitor, on her behalf, has requested documents that Hoist hasn't provided and questions the enforceability of the debt and its original affordability.

Mrs T would like the debt written off and £100 compensation.

Hoist says it bought the debt for just under £400 from B in 2017 and it provided information about it to Mrs T at the time and says B also provided information. It says Mrs T made payments to it for some two years and doesn't accept making a mistake.

Mrs T had brought her complaint to us and our investigator didn't uphold it. The investigator thought it was for a court to decide if a debt was enforceable and not us. And thought Hoist had provided us with information that Mrs T took out the loan in 2012 and that she had received information in 2017 about the assignment. The investigator thought Mrs T didn't raise any issues about the debt at the time which suggests she knew what it related to and that the balance was correct. The investigator thought Hoist had bought the debt in good faith and that any complaint about affordability ought to be made to B. And didn't think Hoist had added any charges or fees to the debt.

Mrs T doesn't accept that view and questions why Hoist didn't tell the Credit Reference Agencies (CRA's) the debt was unenforceable.

What I've decided – and why

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

Having done so I have come to the overall view that Hoist has dealt fairly with this complaint and hasn't made a mistake. I appreciate Mrs T will be disappointed by my decision.

I'm satisfied that this complaint is mainly about the enforceability of the original debt. So, I make clear to Mrs T that it's not our role to decide on the legal enforceability of a debt and it would be for a court to make such a decision. I also make clear to Mrs T that just because a debt may or may not be enforceable that doesn't mean that a creditor is obliged to stop requesting a payment but may mean that a creditor is prevented from taking court proceedings to enforce it.

I have looked at the information Hoist has given us about the debt. I can see that the original loan was taken out in Mrs T's name in 2012 and that she made some required payments. I can also see that both B and Hoist wrote to her in 2017 and provided a Notice of the

Assignment of the debt and that Mrs T then made the required payments for some considerable time. If Mrs T disputed the debt or questioned the amount of it, then I would have expected her to have raised it at the time with either Hoist or B. I'm satisfied that as Mrs T made the required payments that on balance provides evidence, she knew this was her debt and that she was satisfied in 2017 that she had been provided with sufficient information about it.

I have not seen any evidence that Hoist has added any fees or charges to the debt it bought, and I don't think its obliged to tell the CRA's that any debt is unenforceable or that information would make any difference to a credit file. I'm satisfied that Hoist is obliged to provide accurate information about a customers account to the CRA's and so I think it likely there may be adverse information reported about this debt if Mrs T has stopped the payments to Hoist.

Overall, I'm satisfied that Hoist provided reasonable and sufficient information to Mrs T about the debt it bought which was the same information B gave her. I'm satisfied Mrs T must have agreed with that view as I don't think she would have made the required payments to Hoist. And I have explained why I can't fairly comment on the enforceability of this debt.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 14 March 2021.

David Singh
Ombudsman