

The complaint

Mr D has complained that Hoist Finance UK Limited didn't send him the documents he asked for.

What happened

This complaint is about a credit card account from 2013, which was sold to Hoist in 2018.

In 2020, Mr D asked Hoist for certain documents such as the credit agreement and a deed of assignment.

Hoist explained they only had to send a notice of assignment, not a deed, and requested other documents from the original creditor. They chased the creditor, but didn't manage to get the documents until after Mr D's complaint had come to our service.

Mr D complained about this, and felt Hoist were harassing him in their contact about the account. He also complained that the original creditor had lent to him irresponsibly. He asked for the debt to be either written off or passed back to the original creditor.

Our investigator looked into things independently and didn't uphold the complaint. By that point, the original lender had sent the proper documents to Hoist, so our investigator gave them to Mr D. They were satisfied this was Mr D's genuine debt, which had been sold to Hoist, and so it was fair for Hoist to contact him about it. They explained the complaint about irresponsible lending would need to be looked at separately against the original creditor, as it was them who lent the card and not Hoist. They helped Mr D set up that complaint.

Mr D asked for an ombudsman to look at this afresh, so the complaint's been passed to me to decide.

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.

As our investigator explained, it was the original creditor who gave Mr D the credit card account, and not Hoist. So I'm not able to consider his points about irresponsible lending in this decision about Hoist. I understand that we have helped Mr D start a complaint against the original creditor as a separate case.

I can understand if Mr D wanted to make sure that he really did owe this debt to Hoist, as he wouldn't want to pay the wrong company. I can also understand it may have been frustrating that it took so long for Hoist to get certain documents, though that appears to have been an issue on the original lender's side more so than Hoist's. Our investigator gave the relevant documents to Mr D, so he has them with him now.

I've looked carefully at the evidence, including the credit agreement Mr D signed with the terms of the account, the electronic record of the account being sold to Hoist, and the notice of assignment. I can see that the account references match, and the original lender wrote to confirm that they sold Mr D's debt to Hoist. And I've not seen any compelling evidence to suggest that this is *not* Mr D's account. So I think it is his debt. And so I think it was fair for Hoist to pursue him for it.

Hoist sent the relevant notice of assignment, which I think was sufficient to show that they now owned the debt. It's not clear why Mr D would also like to see the *deed* of assignment, which is a private document between Hoist and the original debt owner. The deed would contain business-sensitive information, but would not contain anything Mr D needs to see, and Hoist didn't have any obligation to provide that document to him. So I think it's reasonable that they haven't.

I've looked at Hoist's contact history, and I don't think they've communicated with Mr D excessively or unreasonably so far. I think it was reasonable for Hoist to ask Mr D to pay back the debt he now owed them.

I hope I can reassure Mr D that it is quite normal for debts to be bought like this, and that Hoist still have a duty to deal with him appropriately. So if he finds himself in difficulties, Hoist will need to take that into account and treat him positively and sympathetically, and his repayments should be based on what he can actually afford. Mr D may want to get back in touch with Hoist to see what assistance they can offer him in repaying the debt. I've also sent Mr D the details for charities who can give him free advice and help in dealing with debts. And Mr D can always get back in touch with our service as a separate complaint if he later feels that Hoist are not taking his situation into account.

But as things stand now, I can't see that Hoist did anything substantially wrong here, and I think it was reasonable that they asked Mr D to repay the money he owes.

My final decision

For the reasons I explained, I don't uphold Mr D's complaint about Hoist Finance UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 12 May 2021.

Adam Charles
Ombudsman