

The complaint

Ms H is unhappy that Hoist Finance UK Limited didn't provide her with the documents she requested.

What happened

In May 2013, Hoist bought a debt in Ms H's name from a business I will refer to as "O". In March 2021, Ms H asked for a statement of account as she'd been repaying the debt for around 17 years by this point.

Hoist didn't send Ms H the statement. In July 2021, Ms H sent Hoist a £1 fee and asked again for the statement together with a copy of her original credit agreement.

Hoist told Ms H that she didn't have to pay £1 and offered to return the money to her. Ms H asked Hoist to credit the £1 payment towards her debt.

Ms H chased Hoist for an update in August and September 2021. In October 2021, Hoist sent Ms H some statements and apologised for not sending them to her back in March 2021. Hoist confirmed that it had asked O for a copy of her original credit agreement.

Ms H can't understand why she still owes a large amount on the debt and is unhappy that Hoist still hasn't been able to give her a copy of her original credit agreement.

The investigator thought that to put things right, Hoist should apologise again and apply the £1 to Ms H's outstanding balance. He also asked Hoist for more details about the balance.

Ms H remains unhappy with the length of time it took Hoist to respond to her requests. And she's concerned that Hoist says she's missed a payment when she's not.

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.

The investigator has given Ms H a detailed explanation of why he doesn't think that Hoist has got the balance wrong. I've had a look at the information which Hoist has supplied and I can't find any reason to conclude that it's made a mistake with the outstanding balance.

I appreciate that Ms H is unhappy with the length of time that it took Hoist to respond to her requests for documents. I agree that Hoist should've actioned her request for the statements when she sent it in March 2021. But I'm satisfied that Hoist's apology was enough – particularly as when Ms H chased Hoist in August 2021, she also asked to see her credit agreement. So, it seems that Ms H would've always had to send a further letter to Hoist even if it had sent her the statement sooner.

Hoist can't give Ms H a copy of her original credit agreement but I've seen evidence that it asked O for a copy in August 2021. Although it took a long time for Hoist to confirm it couldn't get a copy of Ms H's credit agreement, it seems this was due to delays on the part

of O rather than Hoist. Overall, I consider Hoist took reasonable steps to track down the documents after Ms H wrote to it in August 2021.

Hoist has now confirmed that as it can't comply with Ms H's request to see the credit agreement, the debt is unenforceable. It's also removed any entries relating to the debt from Ms H's credit file. This seems fair and in line with what I'd expect Hoist to do in the circumstances.

The investigator asked Hoist to apply the £1 payment to Ms H's account and apologise for failing to do this sooner. I can see from Hoist's contact notes that there was a bit of confusion over whether it had received the payment. But as Hoist's letter of 10 August 2021 asked for Ms H's bank details to return the payment, I consider it fair that Hoist should apply £1 to Ms H's outstanding account balance as she previously requested.

More recently Ms H says that Hoist told her she has missed a payment when she didn't. As this is a new complaint, I've not considered it as part of my decision. This means Ms H will be free to come back to this service if she's not happy with the outcome of her new complaint to Hoist.

Putting things right

If it hasn't done so already, Hoist Finance UK Limited should credit Ms H's outstanding account balance with the £1 payment she made and apologise for not doing this sooner.

My final decision

My decision is that I uphold Ms H's complaint in part and direct Hoist Finance UK Limited to take the steps outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 7 June 2022.

Gemma Bowen
Ombudsman