

The complaint

Ms M complains that Hoist Finance UK Limited is unfairly trying to collect a debt in her name.

What happened

In 2018 Hoist acquired a debt in Ms M's name from another business I'll call S. Hoist says the debt relates to a current account with associated overdraft that was terminated by S due to non payment. Hoist sent a Notice of Assignment to the address the debt was recorded against.

last year, Hoist wrote to Ms M at her current address after completing a tracing exercise. Hoist asked Ms M to make payments towards the balance. Ms M says Hoist gave differing address details and raised concerns that the debt in question wasn't opened by her. Ms M also asked Hoist to provide a copy of the credit agreement or statements to show the account was hers.

Hoist contacted S and raised a fraud claim. Hoist also asked S to provide copies of the credit agreement and statements. S later responded and advised no credit agreement or statements remained on file. So none have been sent to Ms M. S responded to Hoist and said the fraud investigation shows the account was opened at Ms M's old address and was closed at default in 2011.

Hoist didn't uphold Ms M's complaint and said it had a legitimate reason to contact her. An investigator at this service looked at Ms M's complaint but didn't agree Hoist had acted unfairly.

Ms M asked to appeal and said Hoist had first mentioned different addresses when linking her with the debt. Ms M also said she knew nothing about the account in question and that Hoist had failed to provide basic evidence to support its claim. Ms M said she had an old account with another business (A) but that it had been transferred to a different bank (C), not S. As Ms M asked to appeal, her complaint has been passed to me to make a decision.

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.

I agree with Ms M that some of the information provided by Hoist has been confusing. Ms M's told us Hoist first advised she'd been linked to different addresses. But Hoist has more recently provided evidence that links Ms M to an address she's confirmed was her old residence. I can see there is some confusion on this point. But Hoist has provided a copy of the credit search it completed, and I can see it correctly linked Ms M's current address to her previous address. And the previous address is the same one Hoist wrote to in October 2018 when it first acquired this debt.

In addition, S responded to Hoist's fraud referral. S confirmed the account in question was opened in Ms M's name in 1996 and operated for a number of years. S advised Hoist the account was registered at the address Ms M has confirmed she used to live at.

I also think it's reasonable to note that when S responded to Hoist it confirmed the debt came about as a result of an account that was opened in 1996 with A. Ms M has told us the account was later transferred to C, but that doesn't appear to be the case. S also confirmed the account operated until 2011 when it was closed and a default was reported.

I agree there was some confusion over addresses Ms M was linked to. But, overall, I'm satisfied the information on file indicates there was an account with S in Ms M's name that Hoist acquired in 2018.

As I'm satisfied Hoist did acquire an account in Ms M's name, I don't think it's acted unfairly by contacting her about repayment. I've looked at the nature and level of Hoist's contact but haven't been persuaded it amounts to harassment.

Hoist has confirmed it can't provide a copy of the original credit agreement or statements from the period the account was open. Whether the debt remains enforceable in the absence of account documents isn't something our service would comment on. And any record of the default by S will've dropped off Ms M's account six years after the default date in 2011.

I'm sorry to disappoint Ms M but as I'm satisfied Hoist is legitimately seeking to collect a debt in her name I haven't been persuaded it's acted unfairly.

My final decision

My decision is that I don't uphold Ms M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 18 November 2022.

Marco Manente
Ombudsman