

The complaint

Mr J complains that Intrum UK Limited (Intrum) caused him stress and upset by contacting him about a debt that was statute barred.

What happened

Mr J had a credit card that was taken out around 1999 with a business I'll refer to as M. the account fell into arrears and M sold the account on to a debt purchaser in 2003. The debt purchaser had a different name at the time but later became Intrum.

Mr J made payments towards the account up until July 2008. Following this Intrum made attempts to contact Mr J but were unsuccessful, until Mr J contacted them in 2013 to set up a new payment plan. Mr J did complete a direct debit instruction but the plan was never actioned, as despite requests from Intrum, Mr J didn't complete an income and expenditure statement so Intrum weren't able to verify if the plan would be affordable. Around this time Mr J asked that all correspondence be by post.

Intrum continued attempting to engage with Mr J up until May 2014, but didn't get any further response from him.

In 2019 following an address trace they wrote to Mr J again, but again didn't get any response.

Intrum appointed a debt servicer to contact Mr J in January 2024. It was following contact from the debt servicer that Mr J told Intrum that he considered the debt to be statute barred and didn't think they should be contacting him.

Intrum agreed the account was statute barred and confirmed they would stop all collection activity but didn't uphold Mr J's complaint, saying that although the account was statute barred, they had been entitled to try to collect payment on it up until the point he told them to stop. Mr J was unhappy with Intrum's response and brought his complaint to our service.

Our investigator didn't uphold Mr J's complaint, in summary they said Intrum hadn't acted unfairly when contacting Mr J about the debt because even though they had agreed the debt was statute barred they had been in contact with him during the limitation period and so could continue to pursue the debt up until the point Mr J asked them to stop.

The matter has now 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.

I realise that I've summarised this complaint in less detail than the parties and I've done so using my own words. I've concentrated on what I consider to be the key issues. The rules that govern this service allow me to do so. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome

is.

It is not for this service to decide whether or not a debt is statute barred, only a court can decide that. But it has been accepted by both parties in this case that the debt is statute barred and so I will treat it as such for this decision.

Typically speaking a debt can become statute barred six years from the date of the last payment as long as the debtor – in this case Mr J – hasn't written to the creditor – in this case Intrum – admitting they owe the debt. This is called the limitation period.

There are rules laid down by the regulator, the Financial Conduct Authority (FCA), that Intrum must follow when collecting a debt. These are referred to as CONC and can be found on the FCA website.

CONC explains that even if a debt is statute barred, it still exists and is recoverable. That means that Intrum could still try to collect payment for the debt from Mr J even though it was statute barred. However, there are conditions around this – I have laid them out below.

CONC 7.15.4 Notwithstanding that a debt may be recoverable, a firm must not attempt to recover a statute barred debt in England, Wales or Northern Ireland if the lender or owner has not been in contact with the customer during the limitation period.

CONC 7.15.5 If the lender or owner has been in regular contact with the customer during the limitation period, the firm may continue to attempt to recover the debt.

CONC 7.15.6 A firm must endeavour to ensure that it does not mislead a customer as to the customer's rights and obligations.

CONC 7.15.8 A firm must not continue to demand payment from a customer after the customer has stated that he will not be paying the debt because it is statute barred.

I have thought about the actions of Intrum and if they fit within the rules as stated above and I think they do, I'll explain why by addressing the rules in the order they are laid out above.

When thinking about the limitation period, there are two possible dates this could have started from. July 2008 when the last payment was received and December 2013 when Mr J tried to set up a payment plan – thus confirming he owed the debt.

Taking the first date July 2008, Intrum needed to be in contact with Mr J in between then and July 2014 to have met the bar of contact in the limitation period. I'm satisfied they were in contact with Mr J during this period.

Looking at the second date December 2013, Intrum would have need to have been in contact with Mr J between then and December 2019 to have met the bar of contact within the limitation period. Again I'm satisfied they were as they were trying up until 2014 to get Mr J to complete a financial statement in order to set up the payment plan, he had asked to be put in place.

So regardless of when the limitation period began – Intrum have met the bar of contacting Mr J within it.

The next test is if it was regular contact, unfortunately regular isn't defined within the rules, but I'm Intrum have shown they tried to contact Mr J on multiple occasions, and this has persuaded me that they have done enough to be able to continue to attempt to recover the

debt.

In all the correspondence I have seen there has been no evidence to show Intrum have tried to mislead Mr J that the debt was enforceable. And as soon as Mr J told Intrum that he believed the debt was statute barred they agreed and closed the account.

Bringing all of this together I'm satisfied that Intrum has acted fairly when dealing the Mr J's account and were entitled to contact him about it until he asked them to stop. So it follows I won't be asking them to do anything different here to put things right for Mr J.

I realise that Mr J will be disappointed with this outcome but my decision ends what we – in trying to resolve his dispute with Intrum can do for him.

My final decision

For the reasons set out above. My final decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 28 July 2025.

Amber Mortimer
Ombudsman