

## **The complaint**

Ms M complains Capquest Debt Recovery Limited won't provide her with a copy of the Deed of Assignment (DOA). She's also unhappy they haven't taken into account her vulnerabilities fully.

## **What happened**

As I understand it, the debt originated from a credit card account with a company I'll refer to as V. The account fell into arrears, was defaulted, and V seem to have then sold the account to a debt purchaser – who I'll refer to as IF. This was confirmed in the Notice of Assignment (NOA) sent to Ms M on 6 September 2023 – and the NOA said IF had appointed Capquest to service the debt on their behalf.

Ms M wants Capquest to provide the DOA – which she says is essential for her to verify their legal right to ask her to repay the debt. She's also very unhappy that despite telling Capquest about her vulnerabilities they continue to pursue debt collection activities which causes her distress and anxiety.

Capquest replied to Ms M's complaint, and explained they're not required to provide the DOA, instead they've confirmed they can legally pursue her for the debt through the NOA. And they didn't think they'd treated Ms M unfairly when she told them about her health issues. They said they'd acknowledged them and added them on to their system.

Unhappy with the response from Capquest Ms M asked us to look into things. As part of that, we became aware Ms M had subsequently asked Capquest to write off the debt.

Our Investigator explained the request for the debt to be written off was separate to this complaint – and overall didn't think Capquest had done anything wrong on the DOA. But, he hadn't been provided with any evidence to show Capquest had confirmed to Ms M they'd only contact her in writing, as she'd asked for, and given the ongoing upset he wanted them to do so – and pay £50 compensation for the stress caused to Ms M.

Capquest eventually responded, and said they'd look to work with Ms M – but didn't make any comment on our Investigator's outcome.

Ms M said she couldn't accept our Investigator's outcome without knowing whether Capquest would accept her request for the debt to be written off.

Our Investigator reiterated they were different issues, and the request for the debt to be written off wasn't part of this complaint – but Ms M said it was inherently linked to the core of her complaint about how Capquest dealt with her vulnerabilities.

As an agreement couldn't be reached, 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.

I think it's important to firstly explain I've read and taken into account all of the information provided by both parties, in reaching my decision. I say this as I'm aware I've summarised Ms M's complaint in less detail than she has. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. 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. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint.

#### DOA

I'm aware Ms M believes there is law which explicitly says the DOA has to be provided to her so she can verify the debt is owed.

Capquest say the DOA is commercially sensitive, as it doesn't actually contain any of Ms M's details – it's simply an agreement between V and IF for the sale of a tranche of debts.

I'm also aware there are some court cases which other consumers said a consumer is entitled to see the DOA – and there are other court cases which businesses say a consumer isn't entitled to see the DOA.

With that in mind, I don't think it'd be reasonable for me to rely on Ms M's interpretation of the law saying she's entitled to the DOA – as if that were the case then I'd expect all court cases to have reached the same conclusion. I'd also expect debt purchasers to have sought legal advice on this point as it's one that comes up regularly, and it seems likely to me debt purchasers wouldn't continue to deny their customers access to this document if the law said they were required, in every case, to provide it.

In addition, the Financial Conduct Authority sets out what's expected of financial businesses in the Consumer Credit Sourcebook (CONC) rules. CONC 6.5.2 says:

*(1) Where rights of a lender under a regulated credit agreement are assigned to a firm, that firm must arrange for notice of the assignment to be given to the customer:*

*(a) as soon as reasonably possible; or*

*(b) if, after the assignment, the arrangements for servicing the credit under the agreement do not change as far as the customer is concerned, on or before the first occasion they do.*

*[Note: section 82A of CCA]*

*(2) Paragraph (1) does not apply to an agreement secured on land.*

*(3) A firm may assign the rights of a lender under a regulated credit agreement to a third party only if:*

*(a) the third party is a firm; or*

*(b) where the third party does not require authorisation, the firm has an agreement with the third party which requires the third party to arrange for a notice of assignment in accordance with (1).*

As such I'll look at what Ms M has been provided with, to decide if I'm satisfied its fair and reasonable for Capquest to rely on that, to say Ms M should repay them the debt.

The document Capquest sent is a NOA – and this document says the account was sold by V and bought by IF – and that IF have asked Capquest to service the account.

This is a standard document when a debt is sold from one owner to another. There isn't anything obviously wrong with the NOA, and it contains all of the usual information I'd

expect. So, in the circumstances, I don't think there's any reason not to rely on it. As such, I'm satisfied by sending the NOA Capquest can legitimately service this debt – which includes asking Ms M to repay it.

I've seen this issue is causing Ms M some anxiety. So I wanted to explain there is an option for Ms M to contact V, who she had a relationship with previously, to confirm if the account was sold to IF. Given everything I've seen, I think it's very likely V would confirm they had sold the account on to IF – and this may be something Ms M can do to give her peace of mind about Capquest's legitimacy to collect the debt.

### *Ms M's vulnerabilities*

I firstly wanted to thank Ms M for being so candid about her medical conditions. This allows me to understand what I need to take into account, and how to ensure she's treated fairly in answering her concerns. I've deliberately not listed what she's told us, as this decision is published on our website.

The main evidence I have regarding Ms M's vulnerabilities and her communication with Capquest regarding this, is Ms M linking Capquest's refusal to provide the DOA as something which really impacted her.

I'm sorry to hear of how Ms M has been impacted by Capquest's refusal to provide the DOA. But I hope my explanation above is reassuring to Ms M that Capquest didn't do so unreasonably.

I have noted Ms M has also commented on Capquest continuing to contact her and not adapting letters to take her needs into account – despite her vulnerabilities.

I can't though see anything to suggest Ms M had made any specific requests before referring her complaint to our service.

With that in mind, I don't think they did anything wrong in continuing to contact her – on the basis there was a legitimately owed debt. I also don't think the letters are unreasonable – as they're all factual about the current situation.

Separately it's also not clear when precisely Ms M told Capquest about her request for them not to call her anymore, as she's not been able to give us anything. And, when that was put to Capquest they took a long time to reply to confirm they would work with Ms M. Our Investigator awarded £50 compensation for this, which I think is fair given the impact on Ms M.

### *Debt write off request*

I have considered Ms M's comments that the debt write off was a core point of how she's been treated with her vulnerabilities.

But, even when someone is vulnerable that doesn't automatically mean their debt has to be written off. I would though expect a careful and thorough review of Ms M's circumstances by Capquest to confirm if the debt should or shouldn't be written off.

It's unclear where this got to – but as I also consider this to be a separate complaint, which I haven't decided in this decision – I think it's appropriate for me to draw the remaining complaint issues, raised in this decision, to a close.

**My final decision**

I partially uphold this complaint and require Capquest Debt Recovery Limited to pay Ms M £50 compensation and write to her to confirm they won't phone her in future.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 7 August 2025.

Jon Pearce  
**Ombudsman**