

## **The complaint**

Mr M complains that Opos Limited contacted him about a debt they should have reasonably known was statute barred.

## **What happened**

Mr M's complaint centres around a credit card account that was held with a business I'll refer to as M. The account fell into arrears and was defaulted by M in 2006, and they sold the account on to a debt purchaser around the same time. The account has been transferred internally to other entities within the same group of companies twice in 2009 and in 2023, for ease I will refer to them collectively as DP.

DP appointed a debt servicer to manage the account – I'll refer to them as DS. DS have appointed various different debt collectors throughout the years to collect payments with Opos being the last of these in December 2024.

Opos were asked to collect the debt on behalf of DS. They wrote to Mr M in an attempt to do this. Mr M complained to Opos that the account had been in dispute for years, and that it was statute barred, because of this he felt that Opos shouldn't have contacted him and in doing so they had been attempting to mislead him into making a payment towards something he didn't need to pay.

The debt has since been closed as statute barred by DS.

Opos passed some parts of the complaint back to DS as they said they couldn't answer for DS actions. They didn't uphold the parts of his complaint that related to them. Mr M remained unhappy and so brought his complaint to our service.

Our investigator didn't uphold Mr M's complaint; in summary they said Opos:

- were entitled to rely on the information DS had given them when they appointed them to collect the debt and as such, they did nothing wrong when they contacted Mr M about it and their contact wasn't underhand or misleading
- acted as we would expect when Mr M raised his concerns – in passing the account back to DS and asking them to set up a complaint for the points Opos couldn't answer

Mr M disagreed and so the matter has 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. Mr M has sent this service a lot of

information for me to consider during the course of their complaint. If I've not reflected something that's been said in this decision 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 it's relevant to the crux of the complaint.

Before I go into my findings, I think it would be useful to set out that a debt only becomes statute barred in certain circumstances and the age of an account isn't always an indicator that an account is statute barred. And even if a debt is statute barred it doesn't cease to exist and in certain circumstances businesses can still pursue consumers for payment of it.

When Opos contacted Mr M they were acting as debt collectors on behalf of DS. When appointed by DS to collect the debt, Opos were entitled to rely on the debt being owed and valid, as they would have only had the information that was provided to them by DS about the account. They didn't have any information at that time that would indicate to them the account was statute barred *and* shouldn't be collected. So, I'm satisfied it wasn't unreasonable for them to write to Mr M in the first instance. That leaves me to consider if as Mr M says Opos were deliberately trying to mislead him into making a payment on a statute barred debt and if they dealt with his concerns appropriately when he raised them.

The original letter was sent by Opos on 9 January 2025, Mr M contacted them on 14 January 2025 raising his concerns. I can see by 17 January 2025 the account had been passed back to DS to look into the concerns about it being statute barred. And Opos confirmed they wouldn't contact Mr M again about it. Opos said they did this because they had explored the possibility of getting documents to support the validity of the debt but given its age, they wouldn't be able to do that. Given this I think they have dealt with Mr M's concerns in a pragmatic and timely manner. And in a way I would expect I say this because they couldn't confirm if the account was statute barred or not and so the right thing to do was to pass this concern back to DS to answer.

Turning now to the content of the letter Opos sent to Mr M. The letter contained a time limited offer to settle the debt for a reduced balance. This isn't unusual and it is often used to encourage consumers to engage with the debt collecting companies. There are no rules that stop businesses from doing this and so I can't fairly say it was an unreasonable thing for Opos to do.

Mr M feels the letter was misleading, but I don't agree, I say this because – as I've explained above when Opos sent the letter to Mr M, they didn't know it was statute barred, and even so it may still have been collectable, so they were actively trying to get Mr M to engage with them about the debt. I don't find this to be unreasonable. The letter never alluded to the debt being enforceable, it just said it was outstanding which is true. So I Can't agree with Mr M that it was misleading in any way.

Mr M feels if he hadn't been diligent, he would have paid and lost his money, but that didn't happen and my role here is to look at what did happen and not hypothetical situations, so I've not explored this further.

The account did turn out to be statute barred and it's possible that Mr M shouldn't have been being pursued for it at all in 2025, but this would be the responsibility of DS and I know that Mr M has a separate complaint about DS that is being considered under a different reference number. Given this I won't be making a finding on that in this decision.

Bringing all of this together, I'm satisfied that Opos have acted fairly when dealing with Mr M regarding this debt, and I won't be asking them to do anything differently.

I understand Mr M's strength of feeling about this and realise he will be disappointed with this outcome but my decision ends what we – in trying to resolve his dispute with Opos – can do for him.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 September 2025.

Amber Mortimer  
**Ombudsman**