

The complaint

Mr M complains that Capquest Debt Recovery Limited (Capquest) were pursuing him for a debt they should have know was statute barred.

What happened

I issued my provisional findings on this case on 24 June 2025 (below).

The complaint

Mr M complains that Capquest Debt Recovery Limited (Capquest) were pursuing him for a debt they should have know was statute barred.

What happened

Mr M had a credit card account with a business I'll call M. the account defaulted in 2006 and was sold on to a debt purchaser around the same time and in 2009 and 2023 was transferred internally to other entities within the same umbrella of companies, for ease I will refer to them collectively as DP.

Mr M has not made any payments towards the account since DP has owned it, and it would seem for some time before that too.

DP appointed Capquest to service the account and in turn Capquest appointed various different debt collection companies throughout the years to collect payment on the account on their behalf. Not all of the debt collectors made contact with Mr M, so he may not have been aware of their involvement.

In 2013 one of the debt collectors contacted Mr M in pursuit of payment. Mr M wrote back to the debt collector and told them the account was disputed. This correspondence was passed to Capquest, and the debt collector returned the account to them also.

No further contact was made with Mr M until January 2025 when Capquest appointed the latest debt collector, O. Mr M complained at being contacted about the debt as he believed it should have been statute barred long ago.

Capquest closed his account as statute barred but didn't uphold Mr M's complaint. They said the onus was on him to raise statute bar and as he hadn't, they had been within their rights to pursue it. Mr M remained unhappy with their response and so referred his complaint to this service.

Our investigator didn't uphold Mr M's complaint, in essence they said they didn't think Capquest had done anything wrong when contacting Mr M in pursuit of the debt, as Mr M had never made a claim about the account being statute barred prior to his complaint in January 2025.

Mr M didn't agree and so the matter has been passed to me to decide.

What I've provisionally 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.

When considering Mr M's complaint, I have looked at the rules laid out in the Consumer Credit Sourcebook (CONC). These are set by the regulator, the Financial Conduct Authority, and can be found on their website. The relevant sections for this complaint are:

CONC 7.15.1A debt is statute barred where the prescribed period within which a claim in relation to the debt may be brought expires. In England, Wales and Northern Ireland, the limitation period is generally six years in relation to debt. In Scotland, the prescriptive period is five years in relation to debt.

And

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.

Simply put these say, the prescribed period for statute barring is 6 years in England, Wales and Northern Ireland. And that even if a debt is recoverable, a firm shouldn't seek to recover it, if they haven't been in contact with the debtor within that prescribed period.

All parties are agreed that Capquest's last contact with Mr M was in 2013. Capquest's internal notes show nothing happened with the account between then and when they appointed O in 2025, which is way outside of the prescribed six-year period. Because of this I think it should have been obvious to Capquest they should no longer be pursuing Mr M for recovery of the debt, and that appointing a new debt collector to contact him would not be the right thing to do here. Based on this I think Capquest acted unfairly when getting O to contact Mr M.

Mr M has suggested that Capquest should pay him £600 for the inconvenience and stress caused to him by the contact. While I agree that Capquest do need to do something I don't agree it is to pay Mr M £600, I'll explain.

Mr M calculated the request by halving the figure Capquest offered him as a reduced settlement figure. But in order to reach a fair award I have to think about the impact of the mistake and how Capquest have acted since.

I accept it would have been annoying and frustrating for Mr M to be contacted after so many years, but the contact was isolated to January 2025 and Mr M hasn't provided anything to show this had any long term or ongoing detrimental impact on his life or wellbeing, other than it being inconvenient.

I've also taken into account the contact in 2025 was limited and dealt with quickly. What I mean by this is Mr M wasn't bombarded with letters, emails and texts and as soon as he raised the issue of statute barring Capquest closed the account and confirmed Mr M would have no more contact from them or any other business in regard to this account.

So, bringing all of this together I think a fair amount of compensation would be £150, which Capquest should arrange to pay to Mr M on acceptance of this decision.

My provisional decision

For the reasons set out above, my provisional decision is that I uphold Mr M's complaint about Capquest Debt Recovery Limited and now require them to pay Mr M £150 on acceptance of this decision.

I invited both parties to respond with their comments, both parties did and I have summarised their comments in my own words below.

Capquest didn't agree with my findings. They said that the date they are using for the start of the limitation period is 9 October 2006, when the account was defaulted. This means they had to be in contact with Mr M within the six years following that date and provided they were the debt was still collectable and they were entitled to pursue it until Mr M raised statute barring. They said they had appointed a number of debt collectors during that time and those businesses would have written to Mr M and based on that they had followed the rule set out by the FCA and so therefore didn't think they had done anything wrong.

Mr M agreed with my outcome, but he felt the compensation award should be higher he said he has spent hours dealing with this contacting Capquest, the debt collector and the trade body they belong to. He also felt that the practice was dishonest to contact him when they shouldn't be as he could have been tricked into paying something he didn't need to pay.

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've thought about the arguments both parties have made but neither has changed things for me. I'll explain why.

Capquest

I am happy to accept that the limitation period began on 9 October 2006. Capquest have shown they appointed three different debt collectors during that limitation period, and I've thought about what they said – that each of them would have written to Mr M during the time they were dealing with the account. And I'm not persuaded that they have shown there was contact during that limitation period. This is because Capquest have told me that there are no system notes showing any contact within that timeframe from any of the businesses they appointed. They have said this is due to the passage of time and I have taken that into account, but I have also had to take into account Mr M's testimony and actions. Mr M has said the only contact he has had regarding this account was in 2013 – outside of the limitation period. When receiving that contact Mr M acted straight away explaining the account had been in dispute for many years and the debt collector returned the account to Capquest. The same thing happened when he was contacted in 2025 by the last debt collector Capquest appointed. Given this I think it's likely if Mr M had been contacted at any other time whether within the limitation period or not, he would have done something about it

in the same way he did in 2013 and 2025. Because of this I am more persuaded by Mr M's testimony that he didn't have any other contact about the debt outside of these two occasions. And as they were both outside the limitation period I think it's more likely than not that Capquest hadn't been in contact regular or otherwise with Mr M during the limitation period and so shouldn't have been contacting him for payment of it after the limitation period ended.

Mr M

It is accepted that when something goes wrong there will be some level of inconvenience for the parties in sorting it out. When our service make awards we think about the direct impact the mistake had and look to put that right. We aren't here to punish businesses and our awards are moderate. In this case the direct impact was the upset caused by receiving a letter out of the blue for a debt that Mr M thought had been written off years before. As I explained in my provisional decision the contact was limited and the issue was dealt with quickly once raised with Capquest.

Mr M has spoken about the number of hours he has spent complaining to Capquest and others about this issue. But Mr M has made a choice to write to the trade body and other parties about this issue and I accept that is because he feels so strongly about it. But the award I made was for the upset the contact in 2025 caused Mr M, not for the time he chose to spend writing to other parties or indeed to Capquest about it.

I've heard what Mr M is saying about feeling he could have been tricked into paying something he had no need to pay, but my role is to look at what actually happened and not something that could have or might have happened. So I've not thought about this further as it wouldn't change the outcome here.

For the reasons I've explained, I've not been persuaded to depart from my provisional findings.

Putting things right

On acceptance of this decision Capquest should pay Mr M £150.

My final decision

For the reasons set out above, my final decision is that I uphold Mr M's complaint and I require Capquest Debt Recovery Limited to carry out the actions as set out under the 'Putting things right' section of this decision.

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