

## The complaint

Mr M complains that Capquest Debt Recovery Limited (Capquest) contacted him about a debt when they shouldn't have as it was statute barred.

## What happened

Mr M's complaint centres around an account that the original lender defaulted on 5 December 2006 and sold to a debt purchaser (DP1) in June 2008 Capquest were the master servicer the account from this point onwards. In May 2023 DP1 transferred the account to another debt purchaser (DP2) Capquest continued to service the account.

In February 2025 Capquest wrote to Mr M explaining that DP2 was now the owner of the account and that a debt collection company had been appointed to administer the account on behalf of them. The letter included a reduced settlement offer. As the debt collection company were acting on behalf of Capquest I will refer to Capquest only throughout this decision.

Mr M complained to Capquest about this contact as he felt the account was statute barred and that he shouldn't have been contacted about it. He also asked Capquest to stop processing his personal data. Capquest didn't uphold Mr M's complaint. They did accept the account was statute barred and closed it but said they had acted reasonably when contacting him about it and that they were entitled to process his data as they had a legitimate reason to do so. Mr M remained unhappy with this and so brought his complaint to our service.

Our investigator initially upheld Mr M's complaint in part. In summary they said:

- It had been accepted by both parties that the account was statute barred and so there was nothing for us to add here
- Capquest hadn't shown they had been in *direct* contact with Mr M in the limitation period and as such shouldn't have contacted him in 2025 with a settlement offer and asked them to pay £100 in compensation for the distress, they caused to Mr M in doing so.
- Capquest were entitled to process Mr M's data as they had a legitimate reason for doing so.

Capquest didn't agree. They showed there had been various attempts at contact with Mr M within the limitation period. They also argued that there was no rule or legislation that said contact needed to be *direct*.

The evidence they provided was accepted and the final position reached by the investigator was Capquest had done nothing wrong and so Mr M's complaint wasn't upheld.

Mr M disagreed, he said the investigator's first findings had been correct and put forward arguments to support what he was saying.

As no agreement has been reached 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 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. 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.

As Mr M has said he feels the investigator's first outcome was the correct one. The only change between the two outcomes was whether or not it was ok for Capquest to contact Mr M outside of the limitation period. As such I have taken this to be the only point left in dispute and so this decision will focus on that, as such I won't be making a comment on the other points.

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. This is known as the limitation period. 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 the limitation period. The rules are silent on if the contact has to be *direct* or if it has to be acknowledged. So, I'm satisfied this means attempted contact counts, such as attempted calls or unanswered letters or emails.

Capquest have pointed out they feel the six-year limitation period started on 5 December 2006, which means it ended on 5 December 2012. Capquest have also provided screenshots from their systems showing the contact history on the account. From this I can see that seven letters were sent to Mr M in 2008 and one in 2010 and a number of calls were attempted in 2012. So, I'm satisfied there was contact within the limitation period and so it follows Capquest were acting fairly and within the rules, as set out above, when contacting Mr M in 2025. Because of this I won't be asking them to do anything else to put things right here for Mr M.

I realise this isn't the outcome Mr M was hoping for and that he will likely be disappointed, but my decision ends – what we in trying to resolve his dispute with Capquest – 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 5 January 2026.

Amber Mortimer  
**Ombudsman**