

## **complaint**

Mr O has complained Hoist Finance UK Limited hasn't met the terms of the Consumer Credit Act in asking him to pay a debt on a credit card. He wants them to give him a signed credit agreement, all of his personal data they hold and prove they're the legal owner of the debt.

As they've not done this, Mr O thinks they can't collect his debt.

## **background**

In early 2017 Mr O told Hoist, and the business collecting the debt on their behalf, that he wanted copies of information they hold about him, including his signed credit agreement. Otherwise he didn't believe they could hold him liable for the debt. He'd complained to them but hadn't got a proper response. So he brought his complaint to the ombudsman service.

Our adjudicator reviewed the evidence. He confirmed to Mr O that this service would not decide whether a debt was enforceable or not as that was for a court to decide. He noted Mr O had asked Hoist to contact him only by email. However Hoist felt they could only share information about Mr O's original debt with him by post. And Mr O hadn't had a permanent address until recently. Whilst our adjudicator agreed Hoist, and the business collecting the debt and acting as their agent, had not dealt with Mr O's complaint properly, he didn't believe this had any impact on Mr O. During that period Hoist hadn't taken any further steps to get the debt settled.

Mr O didn't believe this was right. He felt the evidence was clear. As Hoist were in breach of the Consumer Credit Act, they should be punished. His complaint has been passed to me to make my final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I've reached the same conclusion as our adjudicator. And for roughly the same reasons.

Mr O has sent us detailed pages covering consumer credit regulations, including excerpts from the Finance Conduct Authority's Consumer Credit Sourcebook as well as EU regulations on Alternative Dispute Resolutions. I hope he doesn't take it amiss when I don't respond to every issue he has raised. I can reassure him, however, I have considered his submission.

The first thing I'd say is that we obviously do look at existing law and regulations. But we decide cases by considering what is fair and reasonable, as statute requires us to do. And taking everything into account, we consider the impact any breach has had on the customer complaining to us.

I've looked at one of Mr O's main complaints: that Hoist didn't deal properly with his complaint when he first contacted them. And I agree that appears to be the case and they never sent him a final response within the normal timescale. But I agree with our adjudicator. Mr O always knew he could bring his complaint to our service. So although he didn't get a proper response, I can't see that made a difference to what Mr O intended to do. Mr O wants me to punish Hoist for their treatment of him. But that's not my role as the ombudsman service is not the regulator.

And Mr O is sure his debt is not enforceable unless he is provided with his signed credit agreement. That's not a decision we make. Courts make a decision whether a debt is enforceable or not. What I have seen, and we've shared with Mr O, is evidence that Mr O's original debt owner wrote to him more than two years ago telling him they were selling his debt. I'm pretty sure his original credit agreement would allow this to be sold on and this correspondence confirmed his debt would then be owned by Hoist.

Whilst Mr O didn't have a permanent address, it would have been difficult for Hoist to share his personal data with him. But I believe now they have his address, this is being done as Mr O has requested.

I don't doubt Mr O is having difficulty in paying this outstanding debt which stands at just over £590. He's offered to pay Hoist at the rate of £1 a month. I'd just remind them they're obliged to treat him sympathetically and positively when managing his debt.

But otherwise I don't think it would be fair to ask Hoist to do anything further.

### **my final decision**

For the reasons I've given, my final decision is not to uphold Mr O's complaint against Hoist Finance UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 23 November 2017.

Sandra Quinn  
**ombudsman**