

## Complaint

Ref: DRN2513804

Mr J is unhappy that Capquest Debt Recovery Limited (Capquest) has again contacted him about a debt that isn't his. He is looking for compensation to reflect the impact on him going back over a number of years.

## Background

Mr J has had several issues going back many years, being chased for a debt that isn't his. Capquest says it has been involved in recovering the debt since 2011.

Capquest's records indicate that Mr J made contact in June 2017 to say that he had been contacted in error about a debt that wasn't his. Capquest looked into things and told Mr J that he wouldn't receive any further correspondence from them until they'd fully resolved the situation.

Around a year later, Mr J received further contact from Capquest about money he owed. Mr J explained to Capquest that he'd previously told them about the debt not being his and that they'd undertaken to not contact him again. He said the situation was causing him a great deal of stress, that his credit file had been affected and that this had caused him lots of problems.

Capquest looked into things and upheld Mr J's complaint. It said it had taken steps to make sure Mr J wouldn't be contacted again in error. This included unlinking the debt from his address, which would resolve any issues with his credit file. It acknowledged that Mr J was looking for £2,000 to £3,000 in compensation but said it couldn't agree to that and awarded him £200 as an apology for what had happened.

The letter informed Mr J that he had the right to refer his concerns to the Financial Ombudsman Service and that he had to do so within six months of the date of the letter.

In early 2019, Mr J received further contact from Capquest chasing him for debts and he complained that the issue still hadn't been resolved. Capquest upheld Mr J's complaint. It explained that whilst Mr J's details had been removed from certain systems, they hadn't been from others – and this had led to the further contact. Capquest awarded Mr J £100 compensation to reflect what had happened. It also said that, given the nature of the issues Mr J had encountered (including the involvement of another party with a very similar name), he may want to contact various credit reference agencies (CRAs) and it gave contact details for them.

Mr J referred his complaint to us. He said he would settle for no less than £3,000, because he had been reassured several times by Capquest that it had all been sorted out. Mr J also said the ombudsman had previously been involved a number of years ago and had said everything had been resolved. Mr J said he thought £3,000 was suitable considering the stress involved and the number of years this had gone on for.

Capquest said that £100 was appropriate because the previous complaint / issues couldn't be considered - on the basis that Mr J hadn't referred his concerns within six months of the final response letter issued in 2018.

Our investigator looked into things and said she thought £500 was an appropriate level of compensation. She said she appreciated that Mr J had encountered numerous issues over many years, but that she was only able to consider the most recent contact.

Mr J accepted the investigator's findings. However, Capquest didn't. It said it thought the investigator was taking into account the impact of things that had happened prior to 2018 and re-iterated that it didn't think this was right.

The case was escalated to an ombudsman for consideration.

I issued my provisional findings to both parties in February 2020 via the investigator. Briefly, I said I thought I could only consider the impact of the most recent contact and that £300 was an appropriate level of compensation.

Mr J responded to say he was very unhappy with my findings. He said in summary that he didn't think the compensation amount was anywhere near enough to reflect all that had happened over the years.

Ref: DRN2513804

Capquest didn't comment on the amount of compensation, but re-iterated that it didn't consent to us looking at what happened before 2018.

## **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 uphold Mr J's case and still think that £300 is an appropriate level of compensation. I appreciate this will come as a disappointment to Mr J in particular. But I hope my explanation helps him to understand why I've reached this decision.

Capquest has accepted that it shouldn't have contacted Mr J in 2019 after it had previously told him this wouldn't happen. So, the only thing I need to decide is what Capquest needs to do to put things right. In terms of compensation, this comes down to how much distress and inconvenience has been caused to Mr J as a result of Capquest's error.

Mr J has said the amount of compensation needs to take into account all of the problems that he's had with being chased for a debt that isn't his, over a number of years.

I've already expressed to Mr J that I accept he has had difficulties going back over many years.

*What can I consider when thinking about compensation?*

The rules about complaining to the ombudsman set out when we can – and can't – look into complaints. The rules that govern the time limits for when a consumer can bring a complaint are set out in the FCA's Handbook. The relevant one, DISP 2.8.2 R, says:

*The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:*

*(1) more than six months after the date on which the respondent sent the complainant its final response or redress determination or summary resolution communication...*

*... unless*

*(3) in the view of the Ombudsman, the failure to comply with the time limits in DISP 2.8.2 R.... was a result of exceptional circumstances...*

As Capquest issued its final response on 30 July 2018, Mr J had until 30 January 2019 to bring his complaint about being chased for a debt that wasn't his and the associated impact of this. But I can see he didn't contact us until April 2019 – when he raised concerns about having been contacted by Capquest again. So that was outside of the time limit that we must apply to all cases.

I've also considered if there were any exceptional circumstances or reasons why Mr J wasn't able to come to our service within the time limits set. Mr J has said he didn't contact us about the issues in 2018, because he took Capquest at its word that things had been resolved and he didn't think he'd receive any further contact about debt that wasn't his. He's also let us know that he's had a number of health issues affecting him.

I was sorry to hear of Mr J's health issues. From what Mr J has said, I don't think the health issues he has mentioned meant that he wasn't able to refer his concerns to us. I think the main reason he didn't contact us within the required timeframe, was because he thought everything had been sorted and that he wouldn't receive any further contact from Capquest.

While I understand why Mr J decided not to refer his concerns to us, this doesn't constitute exceptional circumstances that would mean I could take into account what happened (and the impact of this) before the final response letter in July 2018.

So, I can only consider the impact on Mr J of the contact Capquest made in 2019.

*How much compensation is due?*

Whilst I can't consider the impact of things that happened before July 2018, I can take into account that the impact on Mr J was heightened by the fact he had been told previously by Capquest that everything had been rectified and that he wouldn't be contacted again.

Bearing this in mind, I still don't think Capquest's offer of £100 was enough. Having carefully thought about what's happened and what both Mr J and Capquest has said about it, I still think that £300 represents a fair amount of compensation for the distress and inconvenience caused to Mr J by the contact in 2019.

### **My final decision**

I uphold Mr J's complaint about Capquest Debt Recovery Limited and I direct it to pay Mr J a total of £300 in compensation.

In addition, as Capquest Debt Recovery Limited has accepted that the relevant debts do not belong to Mr J it must, per its obligations, make sure it is accurately reporting the status of accounts to credit reference agencies.

If in the future Mr J believes Capquest Debt Recovery Limited isn't reporting accurately to credit reference agencies about debts he has previously been linked to and which Capquest Debt Recovery Limited has agreed aren't his debts, he should raise this with them.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 6 May 2020.

Ben Brewer  
**ombudsman**