

complaint

Mr R complains about a debt that Capquest Debt Recovery Limited is seeking repayment of. He is unhappy the debt was passed to Capquest without his knowledge and he refuses to accept Capquest's demands for payment as he is still paying the original creditor.

background

Capquest was appointed as a collection agent by the original creditor that Mr R had an account with. Capquest subsequently purchased the debt and therefore became the new owners of the original account.

Mr R is unhappy that the account was passed to Capquest and that this was done without his agreement. He is also unhappy about some of the contact he has had with Capquest while it has sought payment from him. After complaining to Capquest Mr R referred his complaint to our service. It was considered by an adjudicator, who recommended the complaint be upheld in part. Capquest agreed with the adjudicator's findings, but Mr R did not. As Mr R did not accept the conclusions of the adjudicator the complaint has now been referred to me for final review.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I have come to the same overall conclusions as the adjudicator for what are broadly the same reasons.

I should be clear that the complaint I am considering here is against Capquest and is therefore limited to the actions of Capquest. Mr R is clearly unhappy about the actions of the original creditor and he has raised a separate complaint against the creditor. I will not however be commenting on the actions of the creditor and my findings are restricted to what Capquest has done and how it has behaved.

Capquest says it was carrying out collection activity on the account and it then purchased the debt from the original creditor. It is able to purchase the debt and it does not need to obtain Mr R's agreement or consent before purchasing the debt. It is required to inform Mr R that it has purchased the debt, but Mr R has confirmed that it did do this at the time it purchased the debt.

Capquest agreed to put the account on hold for a period when Mr R said that he was disputing the account with the original creditor and it has agreed to continue allowing reduced payments to be made to the account. This seems fair and reasonable in the circumstances here.

Capquest accepts that it should not have continued to contact Mr R by telephone after he requested all contact to be in writing and it has agreed to make a payment to reflect any inconvenience this caused. I appreciate the payment is only £50 but having considered the circumstances here I think that is reasonable. I accept this continued telephone contact may have been inconvenient but I think the award reflects the level of likely inconvenience that may have been caused. Having considered the other actions of Capquest I do not think it has acted particularly unreasonably in its dealings with Mr R and there are no grounds for me to instruct it to make a higher payment to Mr R.

While I appreciate Mr R is unhappy about Capquest purchasing the debt this is something it was entitled to do and as the owner of the debt it is now responsible for collecting what is due under the account. It will therefore likely continue to contact Mr R but I should remind Capquest of its responsibilities when contacting Mr R and seeking repayment.

Mr R will also possibly remain unhappy with the decision I have reached here but I do not think there are any grounds to instruct Capquest to do more than it has already agreed to do. The £50 it has agreed to pay is in my view fair and reasonable.

my final decision

My final decision is that I uphold this complaint and I direct Capquest Debt Recovery Limited to pay Mr R £50 to settle this complaint. I simply now leave it to Mr R to reconsider whether he is willing to accept this.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr R to accept or reject my decision before 20 February 2015.

Mark Hollands
ombudsman