

complaint

Mr P says he no longer owes a credit card debt which originated with Santander and which Hoist Finance UK Limited says is now owed to Hoist.

background

Hoist's representative Robinson Way Limited has written to Mr P pursuing the debt. Mr P says he's already repaid the debt via a debt management plan with Kensington Financial Management (KFM).

Our adjudicator didn't uphold Mr P's complaint. He concluded it was unlikely Mr P had repaid the debt via KFM, as Mr P said he'd made the last payment via KFM in 2013 but the debt had apparently been transferred to Hoist in 2014.

Mr P didn't accept the adjudicator's conclusions. He said that regulations put the onus on Robinson Way/Hoist to prove he still owed the debt and they'd failed to do so.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm sorry to disappoint Mr P but I don't uphold his complaint.

Mr P has pointed to regulations that require the creditor (Hoist in this case) to prove the debt is owed by him.

The ombudsman service isn't the regulator, though we have to take regulations into account in our decision-making. I don't as ombudsman have power to make Mr P pay Hoist. What I must decide is whether it's fair and reasonable that Robinson Way on behalf of Hoist is pursuing Mr P for the alleged debt.

So I have to decide, given the available evidence and on the 'balance of probabilities', whether I think Robinson Way has a reasonable basis for its actions. The balance of probabilities is the usual approach the ombudsman service takes towards fact-finding. In other words, I have to decide if something is more likely than not to be the case.

It's unfortunate that Mr P says he's retained no paperwork regarding KFM and the debt repayment plan. This would have been the most straightforward way for Mr P to prove his point. I note KFM is no longer trading.

On balance, I think the debt hasn't been repaid, and so Robinson Way has a reasonable basis for its actions. Mr P thinks the debt was repaid in 2013. But there's a notice of assignment addressed to Mr P from Santander dated November 2014 saying the debt amounting to more than £3,000 has been transferred from Santander to Hoist. And Mr P hasn't demonstrated he's repaid that debt to Hoist.

I've therefore come to the same conclusion as the adjudicator.

my final decision

I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 30 November 2019.

Roger Yeomans
Ombudsman