

complaint

Mr D complains that Hoist Finance UK Limited, represented by Robinson Way Ltd ("Robinson Way"), failed to tell him about a debt that he had with them when he asked to clear all of his debt.

background

In 2017 Mr D sold a property and wanted to clear all of his debt. He said he contacted Robinson Way but, whilst they told him the balance of some debt he had with them, they failed to tell him about a credit card debt he had registered at a previous address. He was therefore surprised to hear from them a year later when they contacted him to tell him the debt still existed and he owed over £4,000. He says that Robinson Way have therefore denied him the chance to clear his debts and they should waive the money he owes.

But Robinson Way didn't agree. They said they had no record that Mr D had settled this particular debt and when he'd contacted them in 2017 he hadn't asked to pay this particular debt off. They said it was Mr D's responsibility to keep track of his debts and whilst they'd usually link accounts from previous addresses, as Mr D hadn't told them about this address, they hadn't done so.

So Mr D referred his complaint to this service and our investigator considered it. She didn't think Robinson Way needed to take any further action. She tried to obtain the phone call He'd had with them when he called to clear his debts but as it was such a long time ago she understood Robinson Way no longer had it. But she thought they were right to suggest it was Mr D's responsibility to identify the debts he had and she understood that if he hadn't notified the business about the change of address they couldn't be expected to link it to the others on his account. And regardless, she explained that she wouldn't be able to ask Robinson Way to clear the debt. That wouldn't be reasonable as Mr D accepted he had accrued it and it wouldn't be fair to ask the business to clear it on the basis of a clerical error. So she didn't think Robinson Way had done anything wrong or needed to take any further action.

But Mr D was still dissatisfied and he asked for a final decision by an ombudsman.

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 agree with the investigator's view and for similar reasons. Please let me explain why.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr D and Robinson Way are in agreement that the outstanding debt is one that Mr D owns. I don't think it would be fair to ask the business to waive this debt simply because an

administrative error had occurred. We may look to remove charges or interest on an account if an error had taken place but I'm not satisfied, in this case, that any error was made.

I say that because:

- it's Mr D's responsibility to keep track of his debt and I don't think it's reasonable to expect the business to do that for him
- he didn't tell Robinson Way about his change of address so I can understand they may not have automatically linked his account

So I don't think Robinson Way have done anything wrong here and I'm therefore not asking them to take any further action.

my final decision

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 4 May 2019.

Phil McMahon
ombudsman