

## **complaint**

Mr L has complained Capquest Debt Recovery Limited is pursuing him for a debt that isn't his.

## **background**

After getting a letter from Capquest asking him to repay a catalogue shopping debt, Mr L told them this wasn't his debt. He provided Capquest with the evidence they requested to show his identity. He heard nothing from them. He brought his complaint to the ombudsman service.

In the meantime Mr L had applied for a mortgage which had been rejected because of the default on his record relating to this credit agreement since 2012.

Our investigator asked for further evidence from Capquest to show the debt belonged to Mr L. This could include evidence Mr L had been sent statements or goods had been delivered to his address. Nothing was forthcoming. Our investigator felt Capquest had nothing to show this debt was Mr L's. He asked them to stop pursuing him for any debt and remove any data from Mr L's credit record (although this in all likelihood had fallen away from his record after six years had passed at the end of 2018). He also asked Capquest to pay Mr L £150 for the trouble caused.

Mr L accepted this outcome but Capquest didn't properly respond. They were still waiting to get information from the company who they felt Mr L had originally taken out a consumer credit agreement with.

## **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 investigator and for roughly similar reasons. I'll explain why.

Capquest has been able to give us a copy of the original credit agreement. This was taken out online so there is only an electronic signature. Mr L's first name has been spelt incorrectly since the original agreement was taken out (and in all subsequent correspondence). I do think this is significant as most individuals are quite particular about spelling their own names right.

Capquest has given us nothing to show what was bought on this account and where it was delivered. In this absence, I don't have enough evidence to say Mr L took out this credit agreement. He denies this is the case. And as soon as he got a letter from Capquest asking him to repay the debt, he took action.

What Capquest seems to be doing is making a personal claim against Mr L because in their opinion Mr L got some kind of benefit from the credit agreement. I'm afraid I don't agree that is fair or reasonable. I don't believe Capquest has any contractual relationship with Mr L as he didn't take out the credit agreement. Therefore they have no grounds to ask him to repay the outstanding £752.

Capquest has had plenty of opportunity to provide the evidence we've requested to demonstrate Mr L got any benefit from this agreement. I've not received anything.

I agree Capquest will need to stop pursuing Mr L for this debt. They will also need to remove any data relating to this credit agreement from his credit record – if anything is still there as it appears any agreement and default should have disappeared six years after the default.

I'm going to increase the compensation I'm asking Capquest to pay Mr L. He has received letters about a debt that isn't his; his arguments were ignored by Capquest and there were the inevitable consequences of an incorrect record on his credit file. I'm going to ask them to pay £250 in total.

### **my final decision**

For the reasons I've given, my final decision is to instruct Capquest Debt Recovery Limited to:

- Stop pursuing Mr L for repayment of a catalogue shopping debt;
- Make sure any reference to this credit agreement is removed from his credit record; and
- Pay Mr L £250 for the trouble caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 17 April 2020.

Sandra Quinn  
**ombudsman**