

## The complaint

Mr W feels that Link Financial Outsourcing Limited has treated him unfairly with regard to the administration of a debt.

## What happened

Mr W says Link sent him an email which he believes meant that Link were offering to write off his debt with it. So he emailed back accepting them writing off his debt. Link responded saying there was an error in the email, but the email didn't say it was writing off the debt. So Mr W complained to Link.

Link accepts that there was a problem with the email but has clarified the position to Mr W and feels that it's treated him fairly. Mr W doesn't agree so he complained here. The investigator felt that Link hadn't done anything wrong. Mr W remains unhappy, so this complaint has been passed to me.

## What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr W had a debt with Link which he'd been paying towards regularly. These payments stopped so Link wrote to Mr W asking him to complete an income and expenditure form. He did this and returned it saying he could pay £50pm towards the debt. These details so far are not in dispute.

Link wrote to Mr W by email in September 2019. This email is the centre of this dispute. The key bit of this email is as follows:

*Thank you for submitting your income and expenditure information, using the details you have provided we can confirm we are happy to accept your offer of repayment for the sum of ?.00 per month."*

The email goes on to say it is issuing a direct debit form separately or if Mr W wishes to pay by alternative method he can and gives details. Mr W has said *"I assumed when they sent that they were saying the bill was settled."*

It is not in dispute that at that time there was a debt that Mr W owed Link. Having considered the email in question it is to my mind obvious that there is a typographical error here. On balance I'm not persuaded it could reasonably be considered that "sum of ?.00 per month" meant that the debt was being written off. I say this because it is clear Link is explaining an amount to be repaid. And considering that Mr W had offered to pay £50 per month and Link have said the email was accepting this amount I think it likely that the email meant to say the "sum of £50.00 per month". Even if the amount to be repaid monthly was zero it doesn't follow that there is no debt in place or that the debt had been written off.

Furthermore when you consider the rest of the email which is explaining to Mr W other methods of making payments to it and that it is accepted he had a debt with Link I think on balance that whatever was meant to be in the place of the typographical error it was with regard to an amount to be repaid. I am not persuaded that it can be reasonably considered that this email explains that the debt was written off.

So having considered the email in question carefully and all the evidence available I see no persuasive reason for Mr W to think that his debt had been written off considering what the email said. Nor can it be reasonably considered an offer to write off the debt. So although Mr W tried to accept the offer he says he “assumed” to being made I find no such offer was made. Furthermore Mr W hasn’t lost out because he owes the debt and owed the debt originally so in essence nothing has materially changed with regard to his debt due to this email. And I note that Link subsequently clarified the situation to him.

Link has explained what has happened and I think that is sufficient here. Mr W’s assumptions are his own and do not reasonably flow from what Link said. Accordingly on balance I’m satisfied there is insufficient here to persuade me that Mr W has been treated unfairly. He owes Link the debt and it is entitled to ask him to pay it.

Mr W has said he’s had legal advice on this matter which supports his position. That might be so. But that doesn’t mean I’m persuaded by it. I think Link has treated him fairly. I am not persuaded by any of Mr W’s arguments on this matter. So in short this complaint does not succeed. I appreciate this will be a disappointment to Mr W. But I don’t think Link has to do anything further.

### **My final decision**

For the reasons set out above, I do not uphold the complaint against Link Financial Outsourcing Limited. It has nothing more to do with regard to this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr W to accept or reject my decision before 11 December 2020.

Rod Glyn-Thomas  
**Ombudsman**