

## **The complaint**

Mr D has complained that Debt Managers (Services) Limited are chasing him for a debt which he feels they haven't proved he owes them.

## **What happened**

This complaint is about a regulated personal credit agreement which was sold to Debt Managers in 2019.

There was a payment plan in place, which Mr D initially kept up with. Then in 2020, he asked Debt Managers for proof he owed them the money.

Debt Managers sent Mr D a copy of the credit agreement and the notice of assignment, but he wanted the deed of assignment and the original of his signed agreement. He felt that without this, Debt Managers were not entitled to chase him for the debt and so were harassing him. He asked for the debt to be written off or passed back to the original creditor.

Our investigator looked into things independently and didn't uphold the complaint. They were satisfied this was Mr D's genuine debt, which had been sold to Debt Managers, and so it was fair for Debt Managers to contact him about it.

Mr D didn't agree, so the complaint's been passed to me to decide.

## **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.

I can appreciate why Mr D would want to make sure he really did owe the money to Debt Managers – he wouldn't want to pay the wrong people.

I've looked carefully at the evidence here, including the copy of Mr D's credit agreement with the terms of his account, and the notice of assignment – where the original lender confirmed they'd sold Mr D's account to Debt Managers. I can see the account references match. Further, when Mr D came to our service he told us he'd had this account with the original creditor, so he himself has acknowledged this is his account. He also made a number of payments towards the debt, which he probably wouldn't have done if he didn't recognise it as his. I've certainly not seen any evidence which shows this is *not* Mr D's debt. I think it is his – and so I think it's fair for Debt Managers to contact him about it.

I appreciate that Mr D wanted the original of his credit agreement, with his signature on it. But Debt Managers didn't have to provide the original signed version, only a true copy of the agreement – which is what they've done here.

Debt Managers also sent the relevant notice of assignment, which I think was enough to show that they now owned the account. It's not clear why Mr D would also like the *deed* of assignment, which is a private document between Debt Managers and the original creditor. The deed would contain commercially sensitive information, but would not contain anything that Mr D needs to see, and Debt Managers were not required to give that document to him. So I think it's reasonable that they haven't.

Amongst his correspondence, Mr D made some arguments about the enforceability of this debt. Whether or not the debt is legally enforceable is something for a court to decide – I don't have the power to determine that. With that said, I am aware that there are websites and forums which make big promises about clearing debts using obscure legal arguments. Just in case Mr D has been relying on those, I would warn that if something seems too good to be true, it usually is. I'd strongly recommend seeking legal advice from a properly qualified and verified person before attempting to use those same kinds of arguments in a court.

I've looked at Debt Managers' communication, and I don't think they've corresponded with Mr D excessively or unreasonably so far. They've been clear that they're happy to work around Mr D's circumstances and that they only want him to make repayments that are affordable and realistic for him. They've also been happy to put things on hold while dealing with Mr D's queries. I think they've acted reasonably, and I think it's fair for Debt Managers to ask Mr D to repay the debt he now owes them.

I hope I can assure Mr D that it's quite normal for debts to be sold on like this, and Debt Managers still have to deal with him fairly. As they've told him, his repayments should be based on what he can actually afford. Mr D may want to get back in touch with Debt Managers to see what assistance they can give him in repaying the account. I'll also send Mr D the details for charities who can give free advice and help about dealing with one's debts. And Mr D can always get back in touch with us as a separate case if he subsequently feels that Debt Managers aren't taking account of his situation.

But as things stand, I can't see that Debt Managers have done anything substantially wrong in this case, and I think it's reasonable that they've asked Mr D to repay the debt he owes.

### **My final decision**

For the reasons I've explained, I don't uphold Mr D's complaint in this case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 15 July 2021.

Adam Charles  
**Ombudsman**