

## The complaint

Mr M has complained that Link Financial Outsourcing Limited are chasing him for a debt which he believes he doesn't owe.

## What happened

This complaint is about a current account overdraft debt that was sold from the original creditor to a new company in September 2020. Link manage the debt on behalf of the new owner.

Mr M disputes the debt, saying he never had an overdraft and this shouldn't be on his credit file. He asked for the credit agreement, and Link went back to the original creditor. But the original creditor explained that as this was an overdraft, there was no credit agreement. Link were able to provide Mr M's account statements, showing how the overdraft came to be.

Our investigator looked into things independently and didn't uphold the complaint. They felt the statements showed this was Mr M's account, and that he'd run up an overdraft debt. And so Link had a valid reason to contact him, to ask for payment, and to report the account on his credit file.

Mr M didn't agree. He said he'd never asked for this credit. He didn't feel Link had evidenced the account was his. He said no one would tell him what this debt was for. He explained the original creditor was hard to communicate with and he was unhappy they'd sold the debt. He was also unhappy that Link hadn't taken him to court.

Mr M asked for an ombudsman to review things afresh, so the complaint was passed to me to decide.

I sent Mr M and Link a provisional decision on 1 September 2021, to explain why I didn't think the complaint should be upheld. In that decision, I said:

*I can appreciate why Mr M would want to make sure he really did owe this money – he wouldn't want to pay a debt he didn't owe.*

*I've looked carefully at the statements for this account. I can see it was registered to Mr M's name and address. The statements were addressed over the course of a number of years to the same address Mr M gave us. The account received Mr M's income from the company which Mr M was a director of at the time. It was also used for his spending, and to transfer money to and from other accounts in his name. And I've not seen anything which would make me think this was not Mr M's account.*

*As such, I am satisfied this was Mr M's current account. I can see from the notice of assignment that the debt was sold on legitimately, and that Link are now responsible for collecting it. So I think it's fair that Link have been contacting Mr M about the account, and I think it's fair that the account is showing on his credit file. I can't see that Link have communicated with Mr M excessively or unreasonably.*

*Mr M questioned what this debt was for and why he owed it. It was for an overdraft on his current account. The account statements show that Mr M spent more money than was in the account, running up an overdraft debt. He then did not repay this debt, so after some months the account was defaulted and was later sold on. I will send Mr M the statements again so he can see this for himself.*

*I understand Mr M does not recall setting up an overdraft with the original creditor. It may be that this was an unarranged overdraft, or that he forgot he had an overdraft facility after the years that had passed. But in any case, I can see that he did indeed spend this money and run up an overdraft debt, and so this is an amount he genuinely owes. If Mr M is unhappy with the original creditor for granting him this overdraft, he would need to take that up with them – Link are not responsible for that.*

*Similarly, I understand that Mr M is unhappy with the original creditor's communication, and with how they sold the debt. But again, that's not something I can consider in a case against Link. If Mr M wants those issues to be looked into, or if he wants to dispute the setting up of the overdraft or the payments which led to the overdraft, he would need to complain to the original creditor. Then if he hasn't heard back from them for eight weeks, or if they send him a final response that he's not happy with, he can ask our service to consider a complaint against the original creditor as a separate case.*

*I also understand Mr M would like a copy of a credit agreement. But sometimes overdrafts don't have separate credit agreements, and that's the case here. So I think it's reasonable that Link haven't given him a copy, since one isn't available. And I think the account statements are enough to evidence that this was Mr M's account, not least given it's where he was paying his income into, from the company which he directed.*

*To clarify, Link are not obliged to take Mr M to court, even if he asks them to. He can always take Link to court if he'd like this to be seen in court. Though I'd strongly recommend he seeks qualified legal advice before going down that route.*

*I hope I can assure Mr M that it's quite normal for debts to be sold on like this, and that Link still have to deal with him fairly. His repayments should be based on what he can actually afford, and if he's in any difficulties then I'd expect Link to deal with such issues positively and sympathetically. Mr M may want to get back in touch with Link to see what assistance they can give him with repaying the account. I'll also send Mr M the details for charities who can give him free help and advice about dealing with debts. And Mr M can always get back in touch with us for a new case if he subsequently feels Link aren't taking his situation into account when working out how to repay the debt.*

*But as things stand, I can't see that Link have done anything wrong here, and I think it's reasonable that they've asked Mr M to repay the money he owes.*

*I said I'd consider anything else anyone wanted to give me. But both parties let me know that they had nothing further to add.*

### **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.

Neither side have sent me any new evidence or arguments. So having reconsidered the case, I've come to the same conclusion as before – that I don't think Link have done anything wrong here, and that I think it's reasonable for them to ask Mr M to repay the money he owes.

### **My final decision**

I don't uphold Mr M's complaint in this particular case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 October 2021.

Adam Charles  
**Ombudsman**