

The complaint

Miss H has complained that Credit Link Account Recovery Solutions Limited are pursuing her for a debt which she feels they haven't sufficiently proven she owes them.

What happened

This complaint surrounds a consumer credit account that was opened in 2019, and was sold to Credit Link in 2020.

Miss H made payments towards the account until 2022, when she sent Credit Link a series of letters asking them for proof she owed the money.

Credit Link provided documents such as the credit agreement and notice of assignment. But Miss H said she wanted things like the deed of assignment. She felt that without this, Credit Link were not entitled to chase her for the debt and so were harassing her, which she said had worsened her mental health.

Our investigator looked into things independently and didn't uphold the complaint. Miss H 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've looked carefully at the relevant evidence here, including the signed credit agreement, the account statements, the notice of assignment, the electronic account data, and key account correspondence. The references, dates, and amounts all match up. The fact that the agreement's signature is in a box does not change its validity – it is perfectly normal for the credit agreement to have a box to sign. The account was set up in Miss H's name, using her address, and the goods were due to be delivered to her there. The personal details provided, like her date of birth and email address, match what she gave us. Miss H was sent correspondence about the account over the years, and she made payments up until 2022. So the evidence all seems to support this being a genuine debt of Miss H's, which she was aware of at the time, and which she accepted was hers prior to this complaint. I've not found anything which substantiates that the account is fraudulent, or which shows that the account belongs to anyone other than Miss H. So I think this is Miss H's account.

Credit Link provided the relevant valid notice of assignment, which was enough to show that they now own the account. This means that Miss H now owes the debt to Credit Link instead of the original lender. It's not clear why Miss H would also like the *deed* of assignment, which is a private document between Credit Link and the original lender. The deed would contain commercially sensitive information that would not normally be appropriate to pass on, and it would not contain anything that Miss H needs to see. Further, Credit Link were not required to give that document to her. So I think it's reasonable that they haven't.

Amongst her correspondence, Miss H and her representative made some arguments about the enforceability of the debt. Whether or not the debt is legally enforceable is something for a court to decide – I do not 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 Miss H has been relying on those, I should warn that if something seems too good to be true, it usually is. I would strongly recommend seeking legal advice from a properly qualified and verified person before attempting to use those same kinds of arguments in a court.

Since I've found that this was a genuine account of Miss H's, which Credit Link now own, I think it was fair for them to contact her about it. As the debt's current owner, they were entitled to do so. I've not found that Credit Link corresponded with Miss H excessively or unreasonably. And I think it's fair for them to ask Miss H to repay the debt she owes.

I hope I can assure Miss H that it's normal for debts to be sold on like this. I do appreciate that her contract was originally with the original lender. But now that Credit Link have bought the debt, it means she really does owe the money to them instead. Of course, Credit Link still have to deal with her fairly when asking for payments, and her payments should be based on what she can afford. Miss H may want to get back in touch with Credit Link to see what assistance they can give her in repaying the account. I'll also send her the details for charities who can give her free, impartial advice about dealing with debt. And Miss H can always get back in touch with us as a separate case if she later feels that Credit Link aren't taking account of her circumstances when working out a payment plan.

But as things stand now, I have not found that Credit Link did anything substantially wrong in this case, and I think it's reasonable for them to ask Miss H for repayments on the debt that she now owes to them.

My final decision

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

This final decision marks the end of our service's involvement in the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 28 September 2022.

Adam Charles

Ombudsman