

The complaint

Mr B complains that Link Financial Outsourcing Limited are contacting him to repay a debt when he had an arrangement in place with the original lender.

What happened

Mr B had a credit card account with a third-party lender. Unfortunately, Mr B was in an accident which meant that he wasn't able to work. Because of this in April 2019, the lender told him that it would put his account on hold and wouldn't ask him to make any repayments in the future.

In December 2020, the lender sold the debt and Link Financial were instructed to collect the outstanding debt on the debt purchaser's behalf. Mr B says that Link Financial started contacting him by email, letter and phone requesting repayment of the debt. Mr B says that he explained the situation he was in and what had happened which had led to the debt being unpaid. Mr B says that Link Financial weren't interested in what he said and just told him that the debt needed repaying otherwise it would take further action against him.

Mr B says he would like Link Financial to stop harassing him for repayment of the debt. He says that other creditors have acted more favourably towards him by either writing off the debt in full or allowing him to make repayments of £1 a month.

Our Investigator considered the matters raised by Mr B however, they didn't think the complaint should be upheld. In summary, they explained that Link Financial weren't doing anything wrong by contacting Mr B about the outstanding debt. And they didn't think that the communication by Link Financial had been excessive or inappropriate in tone.

Mr B didn't agree with the Investigator's outcome. He reiterated that the original lender had put the account on hold and said he didn't need to make further payments to the account, so Link Financial shouldn't be contacting him about the debt. Mr B said that he had contacted Link Financial and let them know about his situation, but they weren't empathetic or professional and were only concerned with repayment of the debt.

Because Mr B didn't agree, the complaint has been passed to me to make a decision on the matter.

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.

Having considered all of the available evidence, I won't be upholding Mr B's complaint. I appreciate this decision will come as a disappointment to Mr B, however I'll explain my reasons for this below.

When the lender sold the debt to the debt purchaser in December 2020, Mr B's relationship with the original lender had, in effect, come to an end. While I appreciate Mr B feels that he

shouldn't have to make repayments to Link Financial, because of an agreement he says had in place with the original lender, I don't agree this is the case.

I can see the original lender agreed to put the account on hold for at least 30 days – this letter dates back to April 2019. And it said it didn't expect him to make a payment to the debt at that time. But when the debt was sold to the debt purchaser, I can also see that the lender sent Mr B a letter in January 2021 letting him know that if he wasn't currently making repayments towards the debt, that Link Financial would be in touch to come to a repayment arrangement. I haven't seen any evidence to suggest that this debt was ever written off, and so there is a legitimate balance outstanding. I don't find that Link Financial have done anything wrong in contacting Mr B for repayment of the debt in these circumstances.

I've looked at copies of the letters Link Financial says it sent to Mr B. There isn't anything in the letters that I find to be inappropriate in tone. And based on the contact history I've seen, I also don't find the level of contact Link Financial has had with Mr B to be excessive.

I appreciate that Mr B's circumstances mean that it might be more difficult to him to make repayments to the debt. I can see that Link Financial have asked Mr B to speak to its specialist team to see if they can help with a way forward. The notes Link Financial have sent to this service suggest that Mr B has declined to speak to the specialist team. Link Financial have also explained that this specialist team can discuss Mr B's situation with him and work towards a way forward. I can't see that Mr B has yet spoken to this team, so that option is still available to Mr B. I don't find that Link Financial requesting that Mr B speak to its specialist team is unreasonable. And it's possible that if Mr B does do this then the parties might be able to agree on a suitable resolution.

Overall, I can't fairly say that Link Financial has done anything wrong in this case. There is an outstanding debt here, that Link Financial has been asked to service which includes the collection of repayments. I haven't seen anything that makes me think that Link Financial have been excessive in its communications, nor have I found that it has treated Mr B unfairly.

I have noted that Mr B told this service that he won't be contacting Link Financial or making repayments to the debt. If Mr B does decide to do this, then it's possible that Link Financial, or the debt purchaser, could take further action against him. So, although I've no power to compel Mr B to take any action, I'd encourage him to work with Link Financial to try and reach an agreement.

My final decision

For the reasons set out above, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 18 April 2023.

Sophie Wilkinson
Ombudsman