

The complaint

Ms C has complained that Link Financial Outsourcing Limited are pursuing her for a debt which she feels they haven't sufficiently proven she owes.

What happened

Both sides are most familiar with the case, so I'll summarise things in brief.

This complaint surrounds an overdraft for a current account which was opened in 2015. In 2022, the debt was sold to a new owner, who appointed Link to service the account.

Ms C has disputed the debt. Link provided documents to show she owed it, but she feels they are not sufficient. She also questions its ownership. She says Link harassed her.

Our investigator looked into things independently and didn't uphold the complaint. Ms C 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.

In doing so, I have taken into account everything which both sides have said and provided. However, we are an informal alternative to the courts, so I will not go through every single point on a point by point basis. Instead, I will focus on what I have found to be the key points.

I can appreciate why Ms C would want to make sure she really does owe this money – she wouldn't want to pay the wrong people.

I've looked carefully at the evidence here. I can see that the current account in question was opened using Ms C's photo ID and proof of her address from her council, by someone who the branch staff confirmed matched Ms C's photo. While Link haven't been able to provide a separate credit agreement, that's not cause for concern – sometimes overdrafts don't have separate agreements. The statements show how Ms C ran up an overdraft, and confirm that the balance owing is correct. The notice of assignment confirms that the original lender sold the account to the new owner. The available evidence supports this being Ms C's debt, and I've not seen anything which would make me think it was anyone else's debt.

Link provided the relevant notice of assignment, which I think was enough to show who now own the account. It's not clear why Ms C would also like the *deed* of assignment, which is a private document between the new and old owner. The deed would contain commercially sensitive information, but would not contain anything that Ms C needs to see, and none of the parties involved were required to give that document to her. So I think it's reasonable that Link didn't.

I appreciate that Ms C felt confused about who the new owner really was. I appreciate that the relationship between these companies can seem complex, and I can see that some of the correspondence Ms C got – especially from some other businesses – could be seen as confusing. As our investigator found, the debt's owner is LC Asset 2 S.a.r.l. This is confirmed on the notice of assignment. The fact that there is not a wet signature on the provided copy is not relevant. I find that Ms C owes this debt to LC Asset 2 S.a.r.l., who have appointed Link to service the account.

Ms C 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 don't have the power to determine that. With that said, I'm aware there are websites and forums which make big promises about clearing one's debts using obscure legal arguments. Just in case Ms C 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 professional before attempting to use those arguments in a court.

Since I've found that this was a genuine account of Ms C's, which Link were managing, I think it was fair for them to contact her about it – they were entitled to do so. I've looked at Link's communication, and I don't think they've corresponded with Ms C excessively or unreasonably. Ms C said they didn't take account of her health situation, but I can't see she told them about it. And while I understand she preferred communication to be by email, when Link couldn't get constructive responses by email it doesn't seem unreasonable that they tried the other methods of communication on file.

I appreciate that Link initially sent their final response to the wrong address. It seems this was a genuine mistake, as they were ultimately trying to find the right address. We're not here to issue fines or to punish businesses. And I can't see that Ms C was caused any significant detriment by this. So I don't make an award there.

I hope I can assure Ms C 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 LC Asset 2 S.a.r.l. have bought the debt, it means she really does owe the money to them instead, and Link really are dealing with things on their behalf. Of course, Ms C's repayments should be based on what she can actually afford – and I can see that's what Link have asked for. Ms C may want to get back in touch with Link to see what assistance they can give her in repaying the money she owes. I can see they've also sent her the details for charities who can give her free, impartial advice about dealing with debt. And Ms C can get back in touch with our service in future for a separate case if she later feels that Link aren't taking account of what she can afford when working out a payment plan.

But as things stand now, I think it's reasonable for Link to ask Ms C for repayment of the money she owes.

My final decision

For the reasons I've explained, I do not uphold this complaint.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 20 September 2023.

Adam Charles
Ombudsman