

The complaint

Mr C is unhappy with the service he has received from NCO Europe Limited (NCO) which relates to his fixed sum loan agreement.

What happened

In June 2024 Mr C's original creditor sold his debt to Company A.

To service the debt on its behalf, Company A appointed Company G, and in turn Company G arranged for NCO to collect the debt.

In August 2024 Mr C contacted NCO about the debt and raised his concerns that he had not been made aware beforehand that the owner of his debt had changed – so he had not received a Notice of Assignment (NOA). NCO suggested the NOA would be issued soon, but when it wasn't received Mr C raised his concerns about this again in October 2024.

NCO responded to Mr C's concerns and apologised for wrong information given to Mr C during a call in August 2024. NCO let him know they had requested a copy of the NOA which they would forward as soon as it was received from Company G.

Mr C contacted NCO in November 2024 about other queries he had in relation to his account and he again mentioned his concerns about the transference of his debt. When Mr C brought his complaint to this service the same month he had still not received a copy of his NOA.

Our Investigator reviewed the matter and concluded NCO's level of service to Mr C had fallen short and proposed that to reflect the upset and inconvenience caused to Mr C they should pay him £50.

While Mr C accepted this as a suitable resolution to the matter (as our Investigator was also able to obtain and send a copy of the NOA to Mr C), NCO disagreed with the Investigator's findings.

To summarise, NCO said it was not their responsibility for issuing the NOA and they had no control over obtaining a copy of the NOA to send to Mr C.

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 think it is fair to say the driving force behind Mr C's complaint is that he did not receive a NOA which he was due when the debt was assigned from his original creditor to the debt purchaser. This is something Mr C should have received to confirm the legal assignment of the debt.

However, when the debt was assigned, provision of the NOA was not the responsibility of NCO. So I cannot hold them responsible for any issues there may or may not have been in terms of the NOA being sent to Mr C when it should first have been sent.

That said, there is scope here for me to consider how NCO engaged with Mr C in the course of dealing with Mr C's debt at Company G's instruction and whether they treated him fairly in this matter.

Mr C first let NCO know he was concerned about not receiving the NOA in August 2024. During a call on 13 August 2024 NCO gave Mr C some wrong information about the NOA when they suggested it would be sent to him within a couple of weeks – however, as NCO later learned, the NOA had in fact already been emailed to Mr C on 9 August 2024.

The matter was still outstanding in October 2024 at which point NCO told Mr C in their response to his concerns that they had requested a copy of the NOA and they would send it to him. Their records support they requested a copy of the NOA from Company G that month. But there is no record that Company G complied with NCO's request. And disappointingly, it appears NCO did not reasonably chase Company G for a copy of the NOA.

Overall, while I accept it was not NCO's responsibility to ensure Mr C was sent the NOA when the debt was assigned, I think NCO could have done more to try and help Mr C resolve his problem, particularly as the information they shared with him during the call in August 2024 wasn't right, and they had taken it upon themselves to obtain a copy of the NOA for Mr C and so raised his expectations of them.

I have not seen anything to suggest this matter has impacted Mr C's ability to continue making payments towards his debt, but I do think it was something Mr C was concerned about and NCO could have better supported him.

In the circumstances, for NCO's part in this matter, I think the £50 proposed by our Investigator to recognise the upset and trouble caused to Mr C in trying to sort things out through NCO is fair in the circumstances.

Putting things right

NCO Europe Limited must pay Mr C £50.

My final decision

For the reasons above, my final decision is that Mr C's complaint is upheld and NCO Europe Limited must put things right as I have described above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 May 2025.

Kristina Mathews
Ombudsman