

The complaint

Mr O complains Link Financial Outsourcing Limited are contacting him regarding a debt when he doesn't know who they are.

What happened

As I understand it, the debt relates to a loan taken out for £10,000 on 28 January 2018 with a company I'll refer to as B. It seems the contractual monthly repayments weren't kept to, and the account ended up being defaulted.

On 28 July 2023 B and Link wrote to Mr O with a Notice of Assignment (NOA) to say this account had been transferred to a company in the Link group. And that company had asked Link to service the debt.

Mr O was contacted by Link asking him to get in touch, and when he did he said they were asking him for lots of personal information which he didn't want to provide to an unknown company. He said he asked the Chief Executive Officer (CEO) to contact him, but that has never happened. Mr O says eventually he got a letter telling him this was about a loan he had with B – but Mr O says his solicitor was speaking to B about the loan. Mr O didn't think Link should be dealing with the loan, and it should be passed back to B.

Link said they didn't think they'd done anything wrong, they had taken over the loan and had a legitimate reason to contact Mr O. They also said when he asked to speak to the CEO they'd told him he'd have to raise a complaint but he didn't do so at that time. So, they didn't uphold his complaint.

In a later complaint, Mr O raised concerns about Link processing his data – but they explained as they'd taken over the account they were entitled to do so.

Unhappy with this Mr O asked us to look into things, saying the paperwork hadn't been signed so didn't think the debt was enforceable. Mr O also wanted to understand why Link were allowed to hold his data and he wanted them to return the debt to B.

One of our Investigators considered things, but overall found Link were acting fairly in contacting him, holding his data, and asking him to repay the debt.

Mr O didn't accept this, saying B illegally sold the debt on while engaging with his solicitor. He's also referenced the lack of information about the assessment B carried out.

So, the complaint's been passed to me to decide.

Before doing so – I've noted Mr O has mentioned on many occasions concerns regarding B – including:

- They weren't allowed to sell the debt on / it's illegal for them to do so
- B haven't provided documents to show how they assessed the loan
- They didn't engage with his solicitor

Any concerns Mr O has regarding B's actions would need to be raised in a complaint to them. In this decision, I'll only be deciding whether Link have acted fairly or not.

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's important to firstly explain I've read and taken into account all of the information provided by both parties, in reaching my decision. I say this as I'm aware I've summarised Mr O's complaint in less detail than he has. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint.

I also think it's helpful to explain our service is required to take into account the law, amongst other things, but ultimately we're required to reach a fair and reasonable outcome.

When a debt servicer such as Link takes on a debt, generally speaking it's expected to be free from any kind of dispute. But, Link wouldn't get much information about the account aside from the customers basic details, and the amount owing, when taking on that debt from B.

Mr O isn't disputing this debt is his – so I think it's right for me to say when his loan with B was sold, he was sent a NOA – which confirms Link would be acting on behalf of the debt purchaser. The NOA is the document that confirms ownership has been transferred from one party to another.

So, I'm satisfied by sending the NOA Link fulfilled their obligations to tell Mr O about the transfer. I have noted Mr O's comments that he didn't receive the NOA. Why he didn't I don't know, but I've not seen anything to suggest it wouldn't have been sent – so I am satisfied on balance it was. In any event I can see Mr O has now been given copies of it – but still disputes the validity of Link collecting the debt. So, it seems to me even if he had received it when it was originally sent, he still wouldn't accept the debt was now properly owed to Link.

As I'm satisfied Link are now Mr O's debt servicer, this also means I'm satisfied they're not doing anything wrong in attempting to contact him for repayment of the debt – or in holding his data. They're servicing the account on behalf of the debt purchaser, which requires them to hold Mr O's data to do so. This was confirmed in the NOA.

In respect of the loan paperwork Mr O has pointed out it's not been signed. The versions of the documents I have confirm they haven't been signed. Mr O's argument though is this means the debt isn't enforceable.

Whether a debt is or isn't enforceable isn't something I can decide – only a court can. All I can decide is whether Link are acting fairly in asking Mr O to repay the debt – and as he's not disputed he took out the loan, and there is an outstanding balance, it doesn't seem unreasonable for Link to ask Mr O to repay what he accepts he borrowed. Particularly as Link aren't responsible for any legitimate dispute Mr O may choose to raise with B.

My final decision

For the reasons I've set out above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 7 August 2025.

Jon Pearce
Ombudsman