

## **The complaint**

Miss M complains Link Financial Outsourcing Limited are:

- Asking her to repay a debt she doesn't know anything about
- Won't provide evidence they're entitled to ask her to pay the debt
- Have continued to harass her even after she's told them the debt is nothing to do with her

## **What happened**

Miss M says she remembers making payments towards this debt many years ago, but she has no idea what the debt is for. She says she's asked Link for the Deed of Assignment (DOA) but they have refused to supply it. And she says Link are harassing her for payment even though she doesn't know what this debt is for. Miss M sent letters to Link explaining she thought the debt was statute barred.

Link said they acknowledged Miss M's recent contact, but it was templated letters, so they didn't consider Miss M's contact to be a valid dispute. They added they're not required to provide the DOA, but they are required to send a Notice of Assignment (NOA) which they've done. Link said this debt originated from an overdraft, so there are less documents they can provide to Miss M to prove she owes the debt. Overall, they felt Miss M still owed £180.76 and didn't think they'd done anything wrong in asking her to repay this.

Unhappy with Link's response Miss M asked us to look into things.

One of our Investigators considered things – and explained she felt we couldn't consider the first issue of Miss M being asked to repay a debt she doesn't know anything about – due to the rules we had to apply. Link accepted this, as did Miss M, and she asked us to look at the remaining two issues.

Our Investigator did so, but overall felt Link hadn't acted unfairly. Miss M didn't agree with this, so the complaint's been passed to me to decide.

In terms of the first issue raised – about Miss M not knowing about the debt – as she's accepted we won't be looking at that I've not commented on it further.

## **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.

The information I have suggests the account was opened in May 2014, and was assigned to Link on 28 June 2019 by way of the NOA. The balance outstanding on the NOA is £721.62.

Although I understand Miss M believes Link should provide her with a copy of the DOA, the NOA is sufficient to prove they are entitled to ask her to repay the debt.

As I've mentioned above, this was sent to Miss M on 28 June 2019. So, I'm satisfied Link have provided the relevant information to Miss M to prove they're entitled to ask her to repay the debt.

In terms of harassment, I can't decide this, because it's a criminal offence. I think though Miss M has framed Link's contact as harassment *because* in her opinion she shouldn't have to repay the debt.

But all the evidence I have suggests Miss M is the right person to contact regarding it. The account is in her name, and the phone number Link have on their records for when the account was assigned to them is the same one Miss M has given our service.

So, I can't reasonably say Link are doing anything wrong in contacting Miss M to repay the debt.

I have also looked at the contact from Link, and I don't think it's been excessive or unreasonable in either frequency or tone.

Overall then, I've not seen anything to say Link are required to provide more documents to Miss M than they already have – and the evidence suggests the contact with her about the debt isn't unreasonable or unfair.

### **My final decision**

For the reasons I've explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 8 July 2025.

Jon Pearce  
**Ombudsman**