

## **The complaint**

Mr S complains ACI-UK Limited won't provide him with information to prove they're entitled to collect on his debt.

## **What happened**

As I understand it, Mr S took out a loan with a company I'll refer to as T for £10,000. Unfortunately, it seems Mr S wasn't able to make the contractual repayments. The account was subsequently sold to a debt purchaser (who I'll refer to as P) on 23 August 2024, who appointed ACI to service the debt.

Mr S asked ACI to prove they had legal entitlement to collect on the debt by providing the Deed of Assignment (DOA). And, when they refused to provide this, he complained.

ACI said the DOA was a commercially sensitive document and was an agreement between P and T – so wasn't something he was entitled to. But, they'd sent him a Notice of Assignment (NOA), which they said serves as proof they've purchased the account. They also noted Mr S wasn't happy with the level of contact, but they said they're obliged to remain in contact regarding his account.

Unhappy with this Mr S asked us to look into things, saying in law ACI were required to provide the DOA – and he also pointed out ACI had written to him with an incorrect account number and name when responding to his complaint.

One of our Investigators considered things – he found ACI's contact was reasonable, ACI had said sorry for the error in the incorrect account number and name. And in respect of the DOA, said he was satisfied the NOA was sufficient to prove ACI were entitled to contact him for repayment of the debt.

Mr S didn't agree with this – focusing on the DOA and saying this had to be provided to him legally. 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.

### *DOA*

Our service is required to take into account the law, amongst other things, but fundamentally we're required to reach a fair and reasonable outcome.

Mr S says, with reference to certain legal cases, that ACI are required to provide a copy of the DOA or, at the very least, a redacted version so he can verify they're legally allowed to collect on this debt.

ACI's solicitor has also provided legal cases to Mr S to say they don't have to provide the DOA in any format, and that the NOA is sufficient.

Given our service was set up to be an informal alternative to the court, I won't be carrying out a detailed legal analysis of whether Mr S is legally entitled to the DOA. If he wants that, he could seek legal advice about his options. Instead, I'll be looking at whether ACI's response to Mr S' request for the DOA is fair and reasonable – in line with the way I'm required to decide complaints.

I'd expect debt purchasers to have sought legal advice on this point as it's one that comes up regularly, and it seems likely to me debt purchasers wouldn't continue to deny their customers access to this document if the law said they were required in every case to provide it.

In addition, the Financial Conduct Authority sets out what's expected of financial businesses in the Consumer Credit Sourcebook (CONC) rules. CONC 6.5.2 says:

*(1) Where rights of a lender under a regulated credit agreement are assigned to a firm, that firm must arrange for notice of the assignment to be given to the customer:*

*(a) as soon as reasonably possible; or*

*(b) if, after the assignment, the arrangements for servicing the credit under the agreement do not change as far as the customer is concerned, on or before the first occasion they do.*

*[Note: section 82A of CCA]*

*(2) Paragraph (1) does not apply to an agreement secured on land.*

*(3) A firm may assign the rights of a lender under a regulated credit agreement to a third party only if:*

*(a) the third party is a firm; or*

*(b) where the third party does not require authorisation, the firm has an agreement with the third party which requires the third party to arrange for a notice of assignment in accordance with (1).*

Mr S' stated aim for wanting to see a copy of the DOA is to confirm ACI are allowed to collect on the debt. The NOA confirms P bought the debt and have appointed ACI to service it.

Our service is generally satisfied this is sufficient to prove ACI are allowed to service the debt – which includes asking for repayment of it. There's nothing obviously wrong with the NOA, and it's in the usual format I'd expect, along with the usual information we normally see. So, I've seen no reason why it'd be inappropriate to rely on the NOA.

If Mr S wanted to, he could also confirm with T – who he had a relationship with previously – that they've sold the account to P. Assuming T do this, which I'd think is very likely, then that would meet Mr S' stated aim of confirming the account has been sold, that it was sold to P, and through the information in the NOA, that P have asked ACI to service the debt.

Because of these points, I don't uphold Mr S' request to see the DOA in either a full or redacted form. I'm satisfied the NOA proves ACI is entitled to contact and ask Mr S for repayment of this debt.

### *Other issues*

Our Investigator set out the details of the contact from ACI to Mr S – so I won't do the same here. But I have reviewed all of the correspondence provided by Mr S and ACI, and I can't say any of this contact has been unreasonable in frequency or tone. So, I don't uphold this part of Mr S' complaint.

And, I have noted Mr S' comments about ACI's complaint response having the wrong details. While undoubtedly Mr S will be disappointed by this, I think given the content he knew this was for him – and ACI said sorry and offered to reissue the outcome which is as I'd expect. So, I don't uphold this element either.

Mr S also raised concerns about an email he received suggesting he'd asked for a 60 day 'breathing space' hold on his account when he hadn't. As our Investigator said, this would have to be a new complaint to ACI before our service would be allowed to look at it.

### **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 Mr S to accept or reject my decision before 7 August 2025.

Jon Pearce  
**Ombudsman**