

The complaint

Mr M complains Intrum UK Limited have failed to prove they are legally entitled to collect a debt they've contacted him about.

What happened

As I understand it the debt was previously a credit card account with a company I'll refer to as A. They assigned the debt to a company in March 2003. That company changed their name to Intrum later on.

From the information I have it seems Intrum got in touch with Mr M in July 2024, and he responded with a Subject Access Request (SAR) for a number of documents including the Deed of Assignment (DOA). After receiving the SAR without the DOA, Mr M contacted Intrum again to ask for the DOA.

Intrum said they'd completed his SAR, and they'd provided everything they were required to apart from the DOA, which they'd explained in the covering email to him. But, they said they were required to send him a Notice of Assignment (NOA) – which they had previously sent, but gave him a copy. Intrum added while reviewing their systems, they had made a business decision to close the account given the age of it. They said this meant Mr M wouldn't be pursued for the balance nor was the debt enforceable in court.

Unhappy with this, Mr M asked us to look into things – reiterating his request for a copy of the DOA to be provided.

One of our Investigators considered things, and found Intrum were acting fairly.

Mr M disagreed with this, providing ten documents with his appeal. In short, Mr M said the Investigator hadn't required Intrum to provide the DOA when he should have and asked for a legal analysis about whether Intrum had complied with two laws he quoted. Mr M also said our Investigator hadn't addressed anything about the debt potentially being statute barred.

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.

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 M'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.

Mr M has said he wants to know, in legal terms, whether Intrum are in breach of:

- Section 136 of the Law of Property Act 1925
- Law of Property Act 1989

But, I can't answer this complaint in the way Mr M has asked. That's because the financial regulator the Financial Conduct Authority (FCA) sets out the rules for various things in the Dispute Resolution rules or 'DISP' rules.

DISP 3.6.1 says:

The Ombudsman will determine a complaint by reference to what is, in his opinion, fair and reasonable in all the circumstances of the case.

And DISP 3.6.4 says:

In considering what is fair and reasonable in all the circumstances of the case, the Ombudsman will take into account:

(1) relevant:

(a) law and regulations;

(b) regulators' rules, guidance and standards;

(c) codes of practice; and

(2) (where appropriate) what he considers to have been good industry practice at the relevant time.

In other words – I'm required to take into account the law, but ultimately I'm required to reach a fair and reasonable outcome.

I'm aware Mr M believes there is law which explicitly says the DOA has to be provided to him so he can verify the debt is owed.

Intrum say the DOA is commercially sensitive, as it doesn't actually contain any of Mr M's details – it's simply an agreement between V and them for the sale of a tranche of debts.

I'm also aware there are some court cases which other consumers said a consumer is entitled to see the DOA – and there are other court cases which businesses say a consumer isn't entitled to see the DOA.

With that in mind, I don't think it'd be reasonable for me to rely on the evidence Mr M has provided. The evidence he's provided suggests he's entitled to the DOA – and if that were the case then I'd expect all court cases to have reached the same conclusion – which they don't seem to have.

I'd also 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 FCA 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).

Given all of the above information, I'm not satisfied Mr M's request for the DOA is one Intrum are required to fulfil. I've noted Mr M did a SAR and the DOA wasn't included. So, if Mr M wants to and hasn't already, he can complain to the Information Commissioner's Office (ICO) about this. The ICO are the body responsible for data protection and may be able to tell Mr M definitively if he's entitled to the DOA or not. If he remains unsatisfied with my answer, and potentially the ICO's if he refers the matter to them, then Mr M may wish to seek legal advice about his next steps.

Overall though, Intrum provided Mr M with a copy of the NOA. This is a standard document when a debt is sold from one owner to another. There isn't anything obviously wrong with the NOA, and it contains all of the usual information I'd expect. So, in the circumstances, I don't think there's any reason not to rely on it. As such, I'm satisfied by sending the NOA Intrum fairly responded to Mr M's request for the DOA.

Separately I have also noted Mr M's comment that our Investigator didn't address that the debt is seemingly statute barred.

While I understand Mr M's comment, this isn't a complaint he raised to our service. We can only investigate a complaint once a business has had eight weeks to look into the matter and respond. If Mr M wants to complain about the debt being 'statute barred' in some capacity, he'll need to raise his concerns with Intrum initially – and then if he remains unhappy he could refer the matter back to our service.

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 M to accept or reject my decision before 7 August 2025.

Jon Pearce
Ombudsman