

## **The complaint**

Miss F complains Link Financial Outsourcing Limited and others have unnecessarily contacted her about repaying her debt. The communications all had different wording, and all asked her to call them which she can't do.

## **What happened**

As I understand it Miss F had an account with a company I'll call L, which was defaulted. The account was sold to a debt purchaser in August 2024, who asked Link to service the account. M were already acting as a debt collector on L's behalf, and Link continued that arrangement once they became responsible for the debt.

Miss F says she's been receiving communications from L, M and Link about repaying this debt and all of them asked her to call them. Miss F says she has very bad anxiety and panic problems and she can't phone these companies. Miss F said the letters made her feel threatened, she didn't know who to pay because of the different companies, and she'd already told them her circumstances hadn't changed. Miss F says her main complaint is about them asking her to call.

Link said they were sorry the inclusion of a phone number in their communication was upsetting Miss F as that wasn't their intention. But, their phone number is included in all generic communication, and it doesn't mean she needs to call them. They said she'd asked who to pay, and Link had told her to continue paying M. They also offered to place Miss F's account with their specialist support team who could help Miss F a bit more – and would pass her details over if she gave confirmation to this.

Unhappy with Link's response, Miss F asked us to look into things, saying they are going to review her circumstances in six months – so she's got to live with this hanging over her for six months which she doesn't want. One of our Investigators reviewed things, and found Miss F needed to continue paying M. She also said Link had acted fairly in their communications. Miss F didn't accept this, she said she still didn't know who to pay and when. Ultimately Miss F asked for an Ombudsman to look into her complaint, so it'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 Miss F's confusion started because of the letters from L and Link in August 2024. So, I need to look at these first to determine if I'm satisfied they're sufficiently clear or not.

It seems previously L had asked M to collect the outstanding balance due on Miss F's account with L. At this time, L still owned the account.

But, in August 2024 L sold Miss F's account – meaning they're no longer responsible for it and Miss F wouldn't need to pay anything to L in future.

L sold the account to a debt purchaser. Their role from Miss F's perspective isn't entirely relevant, because her contact is with Link and M.

Link have told us they sent a Notice of Assignment (NOA) to Miss F in August 2024. Although they've proven the date they sent the letter, they've only been able to provide a sample letter – as they say they don't keep copies.

While I find it slightly surprising Link can't provide something sent only last year, having looked at it, the NOA is in keeping with actual versions I've seen – so I'm prepared to rely on it.

The purpose of the NOA is to confirm the account has been sold by L, who it was sold to, and who Miss F needs to interact with. The wording in the sample NOA Link have provided says, amongst other things:

*"Debt purchaser" has appointed Link Financial Outsourcing Limited ("Link") as master asset manager in respect of your Account. However, "M"... is currently managing your Account and they will continue to do so. You should continue to deal with "M..." in relation to your Account and it's essential that payments and correspondence continue to be directed to them.*

*Please note that your existing repayment will continue to be honoured and reviewed within the agreed timescale. There is therefore no requirement to contact "M..." because of this letter – simply continue paying them as per your arrangement.*

In the circumstances, I can only reasonably say Link made it clear to Miss F that she needed to continue paying M – as she had already been.

So, I don't think Link have done anything wrong at this point. But, I also need to consider how they responded to Miss F's contacts following the NOA – as Miss F is vulnerable, she was clearly confused, so I'd expect Link to try and help her as much as possible.

The contact from Miss F from what I can see started at the end of September 2024. And in her emails, Miss F makes it clear she's unsure who to pay, can't talk on the phone, and she expresses her extreme frustration she's repeatedly told by Link to call them when she's said she can't do that.

Miss F received the following communication from Link on several occasions when she emailed them:

*Thank you for your recent email.*

*We write to confirm that your account is now being managed by "M".*

*To speak to an agent, please call...between the hours of 9:00am and 5:00pm Monday to Friday and they will be happy to assist you further.*

*You can also visit their website at ....*

*If you have queries or questions, please do not hesitate to contact a member of our team. Customer Support Officers can be contacted on ... between the hours of 08:00 and 20:00 Monday to Thursday, 09:00 to 17:00 on a Friday and 09:00 to 14:00 on a Saturday. Alternatively, if you have not already, you can now register to manage your account online at*

*.... Here you can view your transactions, complete and income and expenditure form, set-up a direct debit and send us a message.*

This same response was sent on several occasions, before Miss F complained and then a more bespoke response was provided later on. So, on one hand I completely get Miss F's frustration because she was asking questions, and when that email didn't satisfy her and she repeated her questions, she got the same answer.

But, I can only uphold this complaint if I can see Link have done something wrong. Miss F's complaints about this email are two-fold. The first is she still didn't know who to pay – and that Link were telling her to call them.

I don't though think that'd be a fair interpretation of this email. Link's email is, I think, clear in saying Miss F's account is being managed by M. And although phone numbers are quoted, quite prominently it has to be said, it's also clear how to interact without speaking on the phone.

If I pull all of this together then, in the NOA Link have shown they sent in August 2024, they made it clear Miss F needed to continue paying M – so, in effect, nothing for her was changing. When she got in touch with Link, they repeated the same information and they weren't telling her to call. Because of that, I can't reasonably say Link have done anything wrong, so won't be upholding the complaint against them.

#### *Other thoughts*

I do want Miss F to know I've taken her vulnerabilities seriously in this complaint – and although I can't uphold the complaint for the reasons I've mentioned above, I did want to mention a couple of other things.

Link have told us they did talk about a six month review but will “take steps to prevent that from happening”. What precisely Link mean about this I don't know, as realistically they are entitled to contact Miss F on a ‘reasonably’ regular basis to check on her circumstances and to see whether they've changed. I've noted Miss F says they don't need to, as she'll tell them, but it's fairly common practice for debt companies to proactively check on their customers circumstances at different times so I can't fairly say Link shouldn't.

That said, there are two things Miss F may be able to do to help matters in future:

- Link said they could place Miss F's account with their specialist support team. I don't know precisely what the team would do to support Miss F, but that's something she can discuss with them. If she likes, in response to this decision Miss F can let our Investigator know she'd like us to pass on her details for this purpose to Link – and for Link's team to reach out in writing to her.
- Another option I've seen Link offer, but I don't know if Miss F is in a position to take up, is if there is someone else who could be the contact on the account in place of Miss F. It's clear Link's generic correspondence upsets Miss F, and realistically I can't require them to never include a contact phone number on a piece of generic communication as Link wouldn't be able to meet that. But, if the correspondence went to another party of Miss F's choosing – someone she trusts – that may help. Ultimately it's Miss F's call if she wants someone to be on the account or not – but it was something I could see Link had offered. Again, Miss F could discuss this with Link's specialist support team if she'd like to.

**My final decision**

For all 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 F to accept or reject my decision before 7 August 2025.

Jon Pearce  
**Ombudsman**