

The complaint

Mr J complains ACI-UK Limited have refused to provide him with the Deed of Assignment (DOA) he says they're required to about a debt they're asking him to repay. And he says they've harassed him when contacting him.

What happened

As I understand it an account in Mr J's name was taken out with a company I'll refer to as J. They sold the account to a debt purchaser who I'll call P, and they asked ACI to service the debt. This was all confirmed in the Notice of Assignment (NOA) sent to Mr J on 25 February 2025.

Mr J complained to ACI as they refused to provide him with the DOA, despite completing two subject access requests (SARs). Mr J said under General Data Protection Regulations (GDPR) article 15 ACI had to provide the DOA – and without this he can't be certain ACI are legally allowed to collect the debt. And he said ACI were harassing him when asking him to repay this debt.

ACI said they had provided the NOA which is all they were required to do to prove they were now responsible for the debt. They explained the DOA is a commercially sensitive agreement between J (the original lender) and P (the debt purchaser) – as such it wasn't something that'd be shared with him. ACI also didn't think their contact with Mr J amounted to harassment.

Unhappy with this, Mr J asked us to look into things. One of our Investigators did so, and didn't think ACI had done anything wrong.

Mr J didn't accept this, saying our Investigator hadn't properly considered his GDPR rights. 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

Mr J says under article 15 of GDPR he's entitled to the DOA

ACI say the DOA is commercially sensitive, and it's simply an agreement between J and P for the sale of a tranche of debts.

Article 15 of GDPR is 'Right of access by the data subject' – in brief, it's the right to ask for a SAR.

Mr J has already done a SAR – twice as I understand it – and both times ACI haven't provided the DOA. ACI say this is because he's not entitled to it, whereas Mr J thinks he is.

It's not for this service to determine whether information withheld from a SAR has been done so correctly. The Information Commissioner's Office (ICO) is the body responsible for data rights. So, if Mr J hasn't already, he may want to contact them to discuss whether he's entitled to the DOA.

Given it hasn't been provided on two occasions – and I can't decide if as part of a SAR it should have been – I need to look at the remaining evidence / information I have to see if ACI are acting fairly.

I'm 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.

Mr J believes legally 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 J's request for the DOA is one ACI are required to fulfil. So, I don't require them to provide the DOA to Mr J.

ACI provided Mr J with 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 ACI fairly responded to Mr J's request for the DOA.

Harassment

I have also noted Mr J has said ACI are harassing him.

ACI say as Mr J legitimately owes the debt they haven't done anything wrong by contacting him – and didn't think their frequency or tone was inappropriate.

I think Mr J is framing his complaint about harassment as any contact from ACI – because they've not provided the DOA meaning they can't collect on the debt.

But, as I've set out above, I don't agree with that – so in that sense I think ACI have acted fairly.

For completeness, I have looked at all the written correspondence and not seen anything in ACI's communications which has been inappropriate or unreasonable. Given all of that, I also don't uphold this part of Mr J's complaint.

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 J to accept or reject my decision before 4 September 2025.

Jon Pearce
Ombudsman