

The complaint

Mr H complains Link Financial Outsourcing Limited haven't proven he owes a debt they're asking him to repay. Because they've not provided the documents he's asked for, he's said Link are harassing him and, as a vulnerable person, that means he's not been treated fairly.

What happened

A credit card debt was held by a company I'll refer to as N. They sold the debt to a debt purchaser (DP) who asked Link to service the debt. Link wrote to Mr H on 18 July 2023 with a Notice of Assignment (NOA) and asked him to get in touch about repaying the debt.

Mr H said he'd tried to verify the validity of the claim through the 'three letter process', Mr H said he'd asked for the Deed of Assignment (DOA) which Link legally have to provide but haven't. Mr H said he also sent Link a Notice of Conditional Acceptance, a Vulnerable Person Notification, and a General Data Protection Regulation (GDPR) Subject Access Request (SAR). Mr H said Link either ignored these contacts or didn't adequately respond to them – and as such he feels Link are harassing him. Mr H has referred to the Financial Conduct Authority (FCA) Consumer Credit Sourcebook (CONC) and said Link had breached this, as well as possibly the Protection from Harassment Act 1997.

Link said they were sorry Mr H had found their contact intrusive, but because they believed he owed the debt they didn't think they'd done anything wrong in continuing to ask him to repay it. In respect of the DOA, Link said this is a commercially sensitive document and isn't something they're required to provide. They've provided Mr H with a NOA, and that's sufficient. Overall, Link didn't uphold Mr H's complaint.

Unhappy with this, Mr H has asked us to look into things. One of our Investigators did so, but didn't think Link had done anything wrong, so didn't uphold the complaint.

Mr H didn't accept this. He said the 11 letters he'd sent Link showed a clear picture of prolonged and unjustified contact, disregard for data protection law, and an unfair treatment of a vulnerable individual. Mr H also said he'd received a SAR for someone else, along with concern for his own data. Mr H also received a phone call when he shouldn't have. 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 explain I've considered all of the information provided by both parties in reaching my decision. If I've not reflected or answered 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.

Before I get into deciding the outcome of Mr H's case, I wanted to explain to him how I'm required to do so.

This is covered in the FCA's Dispute Resolution (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.

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 summary then, I'm required to take into account the law, but crucially I'm required to reach a fair and reasonable outcome.

Mr H has referred to a number of laws in his letters. What I have to decide is whether I think Link have done enough to reasonably ask Mr H to repay the debt.

I've read through all of the letters Mr H has sent Link – and the issues from them I think I need to address are:

- Do Link have to provide the DOA
- What have Link provided – and is that enough
- Are Link allowed to process Mr H's data
- Have Link communicated fairly with Mr H
- Other issues

Do Link have to provide the DOA

Mr H says Link are legally required to provide the DOA, otherwise they can't collect on the debt.

Link say the DOA is commercially sensitive, so it's not something they're going to share with Mr H. Instead, Link say the NOA is sufficient.

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

Mr H 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 regarding assignment of a debt. 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 H's request for the DOA is one Link are required to fulfil. So, I don't require them to provide the DOA to Mr H.

Link provided Mr H 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 Link fairly responded to Mr H's request for the DOA.

What have Link provided – and is that enough

Mr H says Link haven't proven the debt belongs to him – and has largely said the reason for this is Link's refusal to provide the DOA.

Link say they're satisfied Mr H is the correct person to ask to repay the debt, and they've provided everything they need to.

I've already explained above why I'm satisfied with Link providing the NOA. But, in addition to this, they've provided a copy of the credit agreement which shows Mr H's details.

In the circumstances, I'm satisfied Link have enough information to believe the debt belongs to Mr H. As such, I think it's reasonable for Link to ask Mr H to repay the debt.

Are Link allowed to process Mr H's data

Mr H has sent a couple of letters to Link which ask them to stop processing his data – referring to different aspects of GDPR.

Link say they've got a legitimate reason for processing Mr H's data – because there is a debt he owes them at this point.

GDPR provides six reasons for the lawful processing of someone's data – given Mr H has an outstanding account with Link I think it's likely they're not doing anything wrong in processing his data. If though Mr H disagrees with this, he could raise a complaint to the Information Commissioner's Office. If they decided Link were acting unfairly in some way, then he'd be able to raise a new complaint to Link, and then our service if he wanted to, about that.

Have Link communicated fairly with Mr H

Mr H has said in multiple letters he's been harassed. He's also asked that his concerns regarding Link's communication take into account the way he's been treated despite his vulnerabilities – as well as the emotional distress caused. Mr H has also specifically mentioned the home visit potentially being intimidating.

Link have said sorry if any of their communication has upset Mr H as that isn't their intention. But, Link say Mr H owes money, so they do have to contact him.

The vast majority of Mr H's concerns about harassment are because Link haven't provided the DOA to him.

I've explained above they're not required to do that, and I can't decide if someone has been harassed – only a court can. But, what I have done is looked at all the communication I can see Link have sent Mr H.

In general terms I've not found anything to suggest Link have acted unfairly. Mr H has an outstanding debt with Link, that means they're entitled to recover it. None of their communication is something I've found to be unfair or inappropriate despite Mr H's vulnerabilities. If Mr H did have specific needs he wanted Link to take account of, then he can let them know this.

In respect of the home visit I understand from Mr H the letter was dated 19 March 2025. At this time, Mr H had sent multiple letters explaining he wants the DOA and won't pay anything until he receives it. Given he was never entitled to it, and seemingly wouldn't engage with Link any other way, I can understand why they would arrange for a home visit. This would have been an opportunity to 'break the deadlock' as it were so doesn't seem inappropriate.

Overall, I've not found any of Link's communication to be inappropriate or unfair.

Other issues

- Debt write off – at one point Mr H has asked for his debt to be written off. I couldn't see that Link had replied, or that Mr H asked us to look into this issue. If he wanted us to, he'd need to raise a complaint first, and then he could contact us if he remained unhappy.
- SAR he received, concern over his own data, receipt of a phone call – as our Investigator explained these occurred after this complaint was initially raised. So, again, it's not something for our service to look into unless Mr H raises a new complaint and then remains unhappy with Link's response.

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 H to accept or reject my decision before 6 November 2025.

Jon Pearce
Ombudsman