

The complaint

Mr J complains Link Financial Outsourcing Limited haven't proven he owes a debt they're asking him to repay.

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 J on 19 February 2025 with a Notice of Assignment (NOA) and asked him to get in touch about repaying the debt.

Mr J asked Link to provide the Deed of Assignment as proof they had purchased the debt and were entitled to ask him to repay it. He quoted The Law of Property Act 1925 which he says means Link have to provide it to him.

Link said the DOA is a commercially sensitive document and isn't something they're required to provide to Mr J. They added The Law of Property Act 1925 requires them to provide Mr J with a NOA, so they'd done what they were required to do. Overall, Link didn't uphold Mr J's complaint.

Unhappy with this, Mr J did a Subject Access Request. And when this didn't provide the DOA, as Mr J says it has to, he asked us to look into things.

One of our Investigators did so, and found Mr J had made reference to being harassed so he'd like compensation, as well as the debt and default removed. Our Investigator asked Link about this.

Link replied to this and made an offer of £100. The reason for this is because their system sent Mr J a text in March 2025, and tried to call him in June 2025, when he'd already raised his dispute. Link said, during a dispute usually no contact should be made until the matter has been resolved. Link didn't agree to remove the debt or the default, as they considered it valid and owing still.

Our Investigator wrote to Mr J. She said Link didn't have to provide the DOA and thought if Mr J remained unhappy with it not being included in the SAR he should contact the Information Commissioner's Office (ICO). So she didn't uphold those two elements, and thought Link's offer of £100 was fair for the two contacts.

Mr J didn't accept this, saying Link should have been challenged more. 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 J's case, I wanted to explain to him how I'm required to do so.

These are 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 J's stated purpose for wanting the DOA is to prove they're legally entitled to ask him to repay the debt. As I've said, I can't decide things from a legal perspective – but overlaying Mr J's concerns with a fair and reasonable outcome, what I'm looking to do is to see if Link have provided enough to Mr J to justify asking him to repay the debt.

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

Mr J says Section 136 of The Law of Property Act 1925 says he's entitled to the DOA.

Section 136 of the Law of Property Act 1925 says:

Legal assignments of things in action.

(1) Any absolute assignment by writing under the hand of the assignor (not purporting to be by way of charge only) of any debt or other legal thing in action, of which express notice in writing has been given to the debtor, trustee or other person from whom the assignor would have been entitled to claim such debt or thing in action, is effectual in law (subject to equities having priority over the right of the assignee) to pass and transfer from the date of such notice—

(a) the legal right to such debt or thing in action;

(b) all legal and other remedies for the same; and

(c) the power to give a good discharge for the same without the concurrence of the assignor:

Provided that, if the debtor, trustee or other person liable in respect of such debt or thing in action has notice—

(a) that the assignment is disputed by the assignor or any person claiming under him; or

(b) of any other opposing or conflicting claims to such debt or thing in action he may, if he thinks fit, either call upon the persons making claim thereto to interplead concerning the same, or pay the debt or other thing in action into court under the provisions of the M1Trustee Act, 1925.

(2) This section does not affect the provisions of the M2Policies of Assurance Act, 1867.

[F1(3) The county court has jurisdiction (including power to receive payment of money or securities into court) under the proviso to subsection (1) of this section where the amount or value of the debt or thing in action does not exceed [F2£30,000].]

I can't see anything in Section 136 of the Law of Property Act 1925 which requires Link to provide the DOA to Mr J. And I'm aware there are some court cases 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 J believes legally he's entitled to the DOA – and if true then all court cases should have reached the same outcome – which they haven't.

I'd also think debt purchasers would have got legal advice about this issue as it comes up a lot. And I can't see all debt purchasers regularly telling all their customers they won't provide the DOA if legally they had to.

In addition, the FCA tells financial businesses what to do regarding assignment of a debt.

The Consumer Credit Sourcebook 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 everything I've said above I'm not persuaded Link have to provide the DOA to Mr J.

Link provided Mr J with the NOA – which is what's mentioned in the FCAs rules I've quoted above. I can't see anything wrong with the NOA to suggest it's not one that can be relied on. As such I'm satisfied this is enough to reasonably ask Mr J to repay this debt.

I have also noted Mr J's concerns that the DOA wasn't provided as part of the SAR. I can't decide what documents can legitimately be excluded from a SAR, but Mr J can raise this concern with the ICO if he'd like to.

Turning now to Mr J's concerns about harassment, he seems to have framed this in the context of Link not providing the DOA. I can't decide if he has been harassed, only a court can, but in context I don't think they've treated Mr J unfairly by asking him to repay the debt without providing the DOA.

That said, Link have acknowledged they contacted Mr J on two occasions when they shouldn't have and offered £100 for that. Given the impact is relatively minor, I'm satisfied the £100 offer is fair.

I can see in addition to compensation Mr J also wanted his debt written off and the default removed – but again Mr J asks that in the context of the DOA not being provided which – for all the reasons I've mentioned above – I'm satisfied Link don't have to give to Mr J. So, I don't require Link to clear the debt or remove any default either.

My final decision

For the reasons I've explained above, I partially uphold this complaint and require Link Financial Outsourcing Limited to pay Mr J £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 30 October 2025.

Jon Pearce
Ombudsman