

## **The complaint**

Mr N complains Complete Credit Consultancy Limited trading as Zinc Credit Management (Zinc) contacted him regarding a debt and then didn't provide documents he says they should. Mr N says Zinc also don't have a lawful basis for processing his data.

## **What happened**

As I understand it, Mr N first became aware Zinc were asking him to repay a debt when they wrote to him on 28 October 2024. The letter explained there was an outstanding balance of £752.71 owed to another company – who I'll refer to as the original lender (OL). And Zinc said OL had asked them to get in touch to help him repay the debt.

Mr N had concerns about Zinc as follows:

- No proof of legal right to pursue the alleged debt (no Deed of Assignment (DOA))
- No original signed agreement provided
- Failure to respond properly to his Subject Access Request (SAR)
- No valid Default or Termination notices
- Collection activity without any legal basis
- Unfair reporting to the credit reference agencies (CRAs) about the alleged debt
- Possible breaches of the Financial Conduct Authority (FCA) rules (Consumer Credit Sourcebook (CONC) 7.5, 13.1, 13.2) and FCA Principles (PRIN 6, PRIN 7)

Zinc said they were working on behalf of OL to collect the debt. Zinc said OL still owned the debt, and it hadn't been sold to them. Because of that they couldn't provide a DOA as one didn't exist, they also said a Notice of Assignment (NOA) doesn't apply. In respect of Mr N's SAR, they passed this to OL because they're responsible for providing any data to Mr N. Zinc say they are data processors, while OL are the data controllers.

Unhappy with this, Mr N asked us to look into things.

One of our Investigators did so, and found Zinc hadn't done anything wrong.

Mr N didn't accept this. He said:

- There is a lack of lawful basis for processing his data
- They've not provided any documents to him
- Zinc aren't a passive agent, they're operational and responsible

Overall, Mr N felt Zinc had breached UK General Data Protection Regulation (GDPR), failed to comply with the Consumer Credit Act 1974 (CCA 1974) and disregarded basic regulatory obligations. So, Mr N's complaint has 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.

I also wanted to set out the basis on which I'd be deciding this case. The FCA set out in the Dispute Resolution (DISP) rules the following:

DISP 3.6.1

*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

*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.*

So, I'm required to take into account the law, but ultimately decide things on a fair and reasonable basis. I can't decide if Zinc have broken GDPR law or CCA 1974 law. But I will be looking at whether I'm satisfied they've treated Mr N fairly taking everything into account.

It's common in the lending industry for a lender to ask a debt collector or a debt servicer to reclaim outstanding funds. I've seen a copy of OL's 'General Conditions' for credit card accounts which say they may pass customer details over to debt collectors.

In situations where the account itself isn't sold, just a debt collector is appointed, then there is no DOA or NOA created. That's because a DOA / NOA are created when an account is sold from one party to another.

In Mr N's case, his account is still owned by OL. What's happened is OL have asked Zinc to contact Mr N on their behalf to repay a debt OL says he owes.

I've seen a screenshot Zinc have provided which they say shows OL asking them to contact Mr N and seek repayment of the debt. I've also seen Zinc's references on their system to OL. So, I'm satisfied OL did ask Zinc to collect the debt. Whether OL was allowed to do that in Mr N's case is something he'd need to take up with them – but it means I'm satisfied Zinc were legitimately asked to contact Mr N for repayment of the debt.

When Mr N asked for various information to validate the debt Zinc's notes show they passed this request over to OL.

In the circumstances, this is exactly as I'd have expected Zinc to do. Zinc are operating on OL's behalf – they don't own the debt, the only information they have is what OL have given them to seek repayment of the debt. In general terms debt collectors and debt servicers

don't obtain all of the paperwork when taking ownership of a debt – and I can't see why Zinc would have done so here when they didn't take ownership. Their sole purpose was to see if they could get Mr N into a payment plan on OL's behalf.

With that in mind, I don't think Zinc did anything wrong in telling Mr N that OL would respond to his request for the various documents he asked for. Zinc didn't have them, the account wasn't theirs and it wouldn't be their responsibility to provide any of these documents. The letters I've seen Zinc sent do explain this to Mr N. Why he didn't receive them I don't know, but the system notes I've seen show they were sent so I can't say Zinc have done anything wrong.

In relation to the SAR, again Zinc's notes show they passed Mr N's request on to OL for them to fulfil. Zinc say this is because that's their responsibility. That doesn't sound unreasonable, though if Mr N doesn't agree with this he could raise a complaint to the Information Commissioner's Office (ICO) regarding this point. If they decide Zinc did do something wrong, then this would be a new complaint.

I've noted Mr N's comments about Zinc having no lawful right to process his data. Again, this is something he can take up with the ICO if he'd like to. From my perspective, I'm satisfied OL asked Zinc to contact him – and I'm satisfied Zinc did so in good faith – so I don't find they've treated him unfairly on this point.

In respect of any data being reported to the CRAs for this account that again would be OL's responsibility as the account owner. Zinc aren't responsible for reporting the data as they aren't acting as a debt servicer and don't own the account.

Finally – I have thought about Mr N's comments about Zinc being operational and responsible. And that's true – they would be responsible for certain complaint issues when raised, but they're not responsible for the things Mr N says they are.

Overall, I'm satisfied OL asked Zinc to get in touch with Mr N, and they've responded to all his contact fairly.

### **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 N to accept or reject my decision before 6 November 2025.

Jon Pearce  
**Ombudsman**