

The complaint

Mrs M complains that ACI UK Limited (ACI) have been harassing her in pursuit of a debt they haven't proven she owes to them.

What happened

Mrs M's complaint centres around a loan that was taken out with a business I'll refer to as G. Due to non-payment the account was defaulted and in July 2023 G sold it on to a debt purchaser (DP). DP appointed ACI to service the account on their behalf.

ACI wrote to Mrs M around the same time attempting to make contact to set up a payment arrangement with her for the debt. Following this Mrs M wrote to ACI on numerous occasions asking for the debt to be proven by the provision of various documents. Over the course of time ACI has provided Mrs M with the following documents in relation to the debt:

- Notice of Assignment letter (NOA)
- A reconstituted copy of the consumer credit agreement (CCA)
- Annual statements for the account
- Notice of default
- Notice of Sums in Arrears letters

They have also complied with a Data Subject Access Request she made. Mrs M also made a request for a copy of the Deed of Assignment (DOA). ACI didn't provide this to her.

Within some of the letters Mrs M sent ACI there were request for them to stop all phone and SMS contact and to only contact her in writing.

ACI continued to contact Mrs M, using all methods, in an attempt to collect the debt.

Mrs M brought a complaint through this service to ACI, saying she believed they were harassing her as they hadn't proven the debt was owed. She asked for them to stop all contact with her. She told us at that time that she had suffered a family bereavement and that the contact was affecting her mental health.

ACI didn't uphold Mrs M's complaint, but did apply a period of breathing space placing her account for a period of 30 days while they dealt with her complaint and a further 30 days following them issuing their final response letter to her.

Mrs M was unhappy with ACI's response and so referred her complaint back to our service, when doing so she specifically asked:

- *Whether it is fair or reasonable for ACI to pursue me without disclosing the Deed of Assignment.*
- *Whether ACI is acting fairly by relying solely on a reconstituted Consumer Credit Agreement and refusing to provide the original documentation.*

- *Whether their continued pursuit of this matter, in the absence of full and proper documentation, constitutes unfair treatment or harassment under FCA principles*

Our investigator didn't think ACI had acted unfairly and so didn't uphold Mrs M's complaint. Mrs M disagreed and so the matter 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 realise that I've summarised this complaint in less detail than the parties and I've done so using my own words. I've concentrated on what I consider to be the key issues. The rules that govern this service allow me to do so. 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.

Mrs M has said that she only wants the harassment element of her complaint to be dealt with, but to be fair to both parties, I will be making a finding on the three points noted above as well as ACI's continued use of the phone as a way to contact Mrs M. This is to avoid the need for Mrs M potentially needing to ask us to consider them at a later date.

Deed of Assignment

I'm aware there are some court cases that consumers have pointed towards that have said a consumer is entitled to see the DOA – and there are other court cases which businesses point to that say a consumer isn't entitled to see the DOA.

Mrs M believes she is legally entitled to the DOA - if this were the case I would have expected all cases to have reached the same conclusions – which doesn't seem to have happened.

I'd also have expected debt purchasers such as ACI to have sought legal advice on this matter as it's something that comes up regularly, and it seems to me debt purchasers wouldn't continue to deny their customers access to this document if the law said they were required to provide it in every case.

In addition, the Financial Conduct Authority (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 satisfied Mrs M's request for the DOA isn't one ACI are required to fulfil.

ACI provided Mrs M 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 the NOA is sufficient to show ACI are entitled to collect the debt. It follows, I don't believe ACI to have acted unreasonably in pursuing Mrs M for the debt without having provided her with the DOA.

Reconstituted Credit Agreement

Mrs M made a request to ACI for them to prove the debt was hers. I have listed above the documents provided by ACI in order to do this which included a reconstituted copy of the CCA.

CONC 13.1.4 says:

(1) The copy of the executed agreement should be a 'true copy' of the original. However, as confirmed in the case of Carey v HSBC Bank plc [2009] EWHC 3417 (QB), in this context the term 'true copy' does not necessarily mean a carbon, photocopy, microfiche copy or other exact copy of the signed agreement. There is no obligation to provide a copy which includes a copy of the signature.

(2) The firm can reconstitute a copy. It can do this by re-populating a template of the relevant agreement form with the details of the specific agreement taken from its records. If the firm does provide a reconstituted copy, it should explain that that is what it has done, to avoid misleading the customer that this is a contemporaneous copy.

Based on this I'm satisfied that the reconstituted copy ACI have provided to Mrs M is sufficient to prove the debt is hers and is valid. So I don't believe ACI is acting unfairly on relying on the reconstituted copy of the CCA as the rules clearly allow them to do this.

Harassment

Only the courts can make a finding on harassment as it is a criminal offence, but I can look at the contact ACI made with Mrs M to see if it is excessive in volume, and appropriate in tone.

ACI have provided a breakdown of the contact they have made or attempted to make with Mrs M. Mrs M has also provided a list of contact she has said she has received. The lists aren't the same – ACI say they have contacted or attempted to contact Mrs M more times than she has recorded. I have taken ACI's list to be the more accurate as their system records each call attempt and email, while Mrs M's list was a manual record she had made and its possible there was contact, she had missed or hadn't been aware of.

The list ACI provided spanned a time from of August 2023 until March 2025, during that time I can see that they attempted to contact Mrs M by phone on 119 occasions. While that might seem a lot, when broken down, I don't consider this to be excessive – there are some months with little or no contact and others where contact was more frequent. The most call

attempts made in a month was 18 which is approximately a call every other day. All the calls were made within ACI's operating hours and there weren't any days where ACI made multiple calls in the same day. Bringing all of that together with the fact Mrs M wasn't answering those calls and ACI were trying to collect payment on a debt that it views to be legitimate and owing, I believe that level of contact to be reasonable.

Emails and letters were less in number and frequency and for the same reasons as with the phone calls don't think the level of this communication was unreasonable from ACI.

I've gone onto think about the tone and content of the emails, and while I haven't seen every piece of correspondence ACI, sent I have seen a selection of it, and I haven't found anything concerning to me within the content of the correspondence. The tone is professional, and the content appears to be factual. I understand that Mrs M has said she found it to be threatening when ACI mentioned that they may take court action if she didn't contact them to set up a payment plan. But ACI have a duty to tell Mrs M this is a possibility if that is what they are intending to do – so she can have the opportunity to prevent it. So I'm satisfied ACI haven't done anything wrong when including that in their correspondence to Mrs M.

Contact using phone and SMS

Mrs M has asked ACI to stop phone contact and only contact her with written correspondence. ACI said they haven't actioned this as the times Mrs M has requested this it has been via a templated letter that has come from the internet and not something that has been bespoke from her. I don't think a request needs to be bespoke for it to be actioned and so I think they should have taken her request seriously.

Having said that, while having a communication preference is fine and we would normally say a business should adhere to it where possible, if a consumer then wasn't responding to contact via that preference we would say it's ok for a business to try any means to reestablish contact and move forward with a payment plan.

Given this, I've thought about the situation here between Mrs M and ACI and given what I know about it, how this would more likely than not have played out.

Let's say ACI had made a note of Mrs M's request for written communication only and been emailing her trying to set up a payment plan. And then Mrs M still hadn't engaged in working with ACI on this (which given she still hasn't I think we can assume this would have been the case). ACI would have then reverted back to calling Mrs M and we would that was reasonable as she hadn't engaged. Which would put Mrs M where she is now with ACI making attempts to call her. Because of this I'm satisfied there hasn't been any detriment in ACI not making a note of Mrs M's preferred method of contact.

Because of this I won't be asking ACI to stop phone contact with Mrs M as for the reasons I've explained, I think they would quickly revert back to phone contact. However, going forward if Mrs M wants ACI to stop calling her, I would suggest she work with them to find an affordable way forward.

I understand Mrs M's strength of feeling about this and recognise that she will likely be disappointed with this outcome, but my decision ends what we – in trying to resolve her dispute with ACI – can do for her

My final decision

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 30 September 2025.

Amber Mortimer
Ombudsman