

## **The complaint**

Miss G complains that Link Financial Outsourcing Limited (Link) hasn't acted fairly when dealing with her account.

## **What happened**

Miss G had a catalogue shopping account with a company I'll refer to as J. Miss G's account fell into arrears and J sold the account to a debt purchaser on 13 March 2025. The debt purchaser appointed Link to service the account. The outstanding balance at the time the account was sold was £1,393.76

Link and J sent joint Notice of Assignment (NOA) letters to Miss G at her current home address on 28 March 2025 letting her know about the sale. The letters explained what this meant in terms of payments going forward – that Link would collect the monies owed and that if she was paying by direct debit this would be automatically transferred but if she was paying by any other means she would need to contact Link directly. Miss G had been paying by a continuous payment authority on her debit card.

Link sent Miss G a text and an email on 1 April 2025, reminding her to contact them to transfer her payment to them.

On 8 April Miss G complained to Link, she said she didn't want to acknowledge the debt, she had no knowledge of the sale and thought the credit had been given to her irresponsibly. She wanted the account to be passed back to J.

Link raised Miss G's complaint about irresponsible lending to J as they said they aren't responsible for the lending decision made by J. They explained to her when she had taken the credit with J the terms and conditions allowed for the sale of the account and so they didn't uphold her complaint or agree to pass the account back to J.

Miss G was unhappy with this and brought her complaint to this service.

Our investigator didn't uphold Miss G's complaint. Miss G was unhappy with this in summary she said Link:

- Hadn't told her about the sale of the account and had contacted her by text for payment before she received the NOA, and this caused confusion and stress
- Didn't act fairly in trying to collect the debt before proper notice was given to her

She also raised that J took a payment of £25 after the account was sold – and they shouldn't have if they no longer own the account

The matter has now 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. If I've not reflected something that's been said in this decision, 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 think it'll help here to note that J didn't uphold Miss G's complaint about irresponsible lending, and she also brought that to this service. The investigator that considered that complaint also didn't uphold it, Miss G is currently waiting for an Ombudsman to give a final decision in that complaint. The outcome of that complaint will have no bearing on this complaint and so I don't need to wait for it to conclude in order to progress here.

As part of her complaint about Link Miss G has raised some concerns about J's actions, such as the fairness of them selling the account, and them taking a payment after they had sold the account. To be clear I won't be considering those in this decision, that's because this decision is about Link's actions only. Anything that Miss G thinks J have done wrong would need to be addressed separately in a complaint to them if it hasn't been already.

I've looked at the system notes provided by Link and having done so I'm satisfied that the NOA was sent to Miss G on 28 March 2025 by post. I can also see that the first text message that was sent to Miss G by Link was sent four days later 1 April 2025. While this wasn't long after they sent the NOA, I can't fairly hold them responsible for if there were any delays with the postal service and Miss G received the letter later than the text message. While appreciate that this wasn't ideal from Miss G's point of view, and might have caused confusion, it doesn't mean that Link have done anything wrong in sending the text message.

I have listened to the call Miss G had with our investigator, where she explained: she wasn't unhappy with anything else Link had done – she really just wanted to make sure they were doing what they should be doing in relation to collecting the debt, as she doesn't trust J. Given this I thought it would be useful for me to reassure Miss G, I've seen nothing in Link's actions or their correspondence that has given me any cause for concern.

Bringing all of this together, I'm satisfied Link has treated Miss G fairly when dealing with her account and I'm satisfied they are entitled to collect the monies owed from Miss G as explained in the NOA. So, it follows I won't be asking them to do anything differently here.

### **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 Miss G to accept or reject my decision before 12 October 2025.

Amber Mortimer  
**Ombudsman**