

The complaint

Mr J complains Intrum UK Limited have contacted him regarding a loan he doesn't remember taking out. He's also unhappy they've shared his data with a third party.

What happened

As I understand it a loan in Mr J's name was taken out with a company I'll refer to as H in April 2005. The account was sold to a debt purchaser, and Intrum currently service the account.

When Intrum got in touch with Mr J he complained to them about this contact – saying he didn't know about the account, and wasn't happy his details had been passed to them from H. Mr J also wasn't happy Intrum had passed his details to a debt collector (who I'll refer to as A) to contact him. Mr J has said these issues have breached his General Data Protection Regulation (GDPR) rights.

Intrum said the debt purchaser bought the account in 2007 with an outstanding balance of £4,968.24. They said they sent a Notice of Assignment (NOA) to an address they were given by H. They provided a copy of the NOA to Mr J. Intrum explained the account became statute barred on 31 July 2012, so they could ask for repayment but couldn't take court action.

Intrum added because they couldn't reach Mr J, they asked A to get in touch with him in September 2024. Intrum said A's notes showed Mr J had contacted them in January 2025 and he told them he had no knowledge of the account and to gather more information about it. Overall, Intrum didn't think they'd done anything wrong in asking Mr J to repay the debt – as they felt their communications hadn't suggested they'd take legal action. And, because of the age of the account, Intrum told Mr J they'd taken the business decision to close it. They said this meant he wouldn't receive any further contact from them or anyone appointed by them.

Unhappy with this, Mr J asked us to look into things explaining his credit report had been seriously impacted by this account.

One of our Investigators looked into things, and overall didn't think Intrum had done anything wrong, so didn't uphold the complaint. Our Investigator also explained Mr J hadn't complained to Intrum about the credit report impact – so it wasn't something we could consider, though he observed it was likely the default had been removed from Mr J's credit report in 2012.

Mr J didn't accept our Investigators outcome. I've summarised what I consider to be his key concerns as:

- The NOA has inconsistencies so can't be relied on as having given him notice the account had been transferred
- No tangible evidence of the loan – such as credit agreement or application form – has been provided which Intrum is required to

- No documents have been provided to prove the sale to the debt purchaser

Overall, Mr J said these issues raise serious questions over the enforceability and validity of the debt.

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.

In situations where a consumer says a debt isn't theirs, the first consideration is to look at whether the debt company reasonably had enough information to think it was.

If so, then they may not have done anything wrong in initially contacting the consumer. It also wouldn't be unreasonable for them to process a consumer's data. I can't decide if GDPR has been breached – Mr J would need to contact the Information Commissioner's Office (ICO) if he wants a ruling on this – but I can decide if I think the debt company acted reasonably.

When a dispute is raised, then this needs to be addressed, and we'd usually expect to see a debt company stop any contact about repayment of the debt during the investigation.

In Mr J's case, I don't have any clear information about what they were told by H when the account was passed over to them in 2007. I don't think this is unreasonable given it's close to 20 years since the transfer took place.

Where information or evidence is incomplete, or contradictory, as it is here, then I need to decide what I think is more likely than not.

Here, it seems likely to me H told Intrum the account belonged to a Mr J – and gave them an address they thought belonged to Mr J. Generally speaking, when a debt purchaser buys an account, they're given the last known contact details for the account holder.

So, I think it's more likely than not Intrum were initially relying on the information they were given by H.

Because of that, I'm satisfied it's reasonable for Intrum to have contacted Mr J about the debt genuinely believing it to be his.

I understand Mr J is concerned about the NOA Intrum have provided – saying it has no phone number. Mr J has focused on the part of the letter which says 'CALL TODAY ON' and doesn't have a phone number next to it. I agree, it doesn't. But, there is an email address and a postal address for Intrum. Overall, I think the NOA does carry most of the information I'd expect it to – so I'm satisfied more likely than not it was sent to Mr J and that it's valid.

I've noted Mr J says he hasn't been sent evidence of the transfer of the account from H to the debt purchaser. But the NOA was sent to him – and this is the relevant evidence to explain the transfer. I understand Mr J is concerned Intrum can't evidence it was sent or that he received it, but I don't think that's unreasonable given it was sent in 2007.

In respect of tangible evidence of the loan Mr J is right Intrum should provide this to him when asked. But that's only when it's available. The loan as I understand it was taken out over 20 years ago. Lenders typically don't keep information for this length of time (which isn't unreasonable) – and debt companies don't automatically ask for this information when an account is sold. So, unless a dispute is raised, they don't normally get information such as a credit agreement.

So, although Intrum had the NOA, they didn't need to have the credit agreement or any other information about the account unless Mr J asked – which didn't happen until 2025. In the circumstances, mainly given the length of time that's passed, I wouldn't expect Intrum to be able to get this information.

In any event, this information is typically used to prove the debt is owed, and that Intrum can continue to contact Mr J to repay the debt. But, here, Intrum accepted the debt was statute barred, that Mr J wouldn't be paying it, so have now marked the account as such. This means they're not asking him to repay it anymore nor will they be instructing any other party to do so.

I'm sorry to have read about the impact this matter has had on Mr J. But overall, I think Intrum have fairly and reasonably dealt with Mr J's concerns, so I don't require them to do anything further.

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 J to accept or reject my decision before 25 February 2026.

Jon Pearce
Ombudsman