

## **complaint**

Mr T complains that Link Financial Outsourcing Limited has been harassing him to repay a credit card debt.

## **background**

Link is acting on behalf of a third party who bought Mr T's debt. He says that Link is sending him unsolicited letters and harassing him for a debt, despite being unable to provide him with the original account documentation.

Our adjudicator didn't recommend that the complaint was upheld. He didn't think that Link had done anything wrong.

Mr T disagrees; he questions the legality of the sale of the debt. The complaint has been passed to me for review.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I hope Mr T doesn't think I'm being discourteous if I don't respond to every point he has raised; but my role is to focus on the issues which affect the outcome of the complaint. For clarification, I can't look at Mr T's concerns which relate to the original lender, against Link.

Mr T has also raised an issue regarding Link not accounting for three months repayments. This wasn't part of his original complaint, so he will need to raise this with Link to give it a chance to respond.

Mr T disputes whether the sale of his debt to Link was legal; he doesn't think that Link should ask him to repay the debt without providing him with copies original account documentation.

I can see that the original lender sent a letter to Mr T to tell him that it had sold his debt in December 2014. The new owners also sent a notice of assignment to Mr T in December 2014, which also informed him that Link would be managing the account. Mr T denies receiving any of these letters. The letters are both correctly addressed, so I think it's likely that they were sent to Mr T.

Mr T hasn't denied the account is his and has had the benefit of the credit, so I see no reason why Link isn't entitled to ask Mr T to repay the debt.

Mr T says he has been harassed by Link, but from what I've seen I don't think that its actions amount to harassment or bullying.

In its final response in September 2015, Link said that the original lender had previously told it that it no longer had the original account documentation. But it has asked it to provide a reconstituted copy of the credit agreement and a copy of the account terms and conditions. Whilst I accept that Mr T is frustrated that he hasn't been provided with the original account documentation, looking at Link's actions, I don't think it has done anything wrong.

I'm sorry to hear of Mr T's current financial difficulties; but I don't have any grounds to tell Link not to pursue him for the debt. Our adjudicator has provided him with information about where he can get free debt advice.

**my final decision**

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 4 January 2016.

Karen Dennis-Barry  
**Ombudsman**