

complaint

Mr E's credit card debt was sold to Link Financial Outsourcing Limited. His complaint, in summary, is that:

- Link Financial refuses to disclose how much it paid for the debt.
- The original debt is unenforceable.
- The PPI payments and interest should be deducted from the amount outstanding.
- The debt has been increased unfairly.

background

Mr E had a credit card account with a third party lender. The account was defaulted and assigned to Link Financial. Link Financial obtained a county court judgement against Mr E which provided for payment by instalments, which were subsequently varied.

The adjudicator did not recommend that the complaint should be upheld. He said that:

- As the debt was assigned to Link Financial before 6 April 2007, this service has no jurisdiction to deal with the part of the complaint about the assignment of the debt.
- It is not reasonable or necessary to ask Link Financial to provide information about how much it paid for the debt.
- A change in ownership of the account does not alter the fact that Mr E still owes the money.
- A refund of the PPI payments and interest was paid directly to Mr E. It is not reasonable for the balance of the account to be reduced further.

Mr E did not agree with the adjudicator's view and responded at some length. He said, in summary:

- He previously asked that his complaint against Link Financial and the previous lender be dealt with together.
- He wants to know the balance of the account before it was assigned.
- The PPI element was a separate contract and should not have been included in the balance of the account that was sold and should not be recoverable by Link Financial.
- Link Financial should be compelled to disclose the amount it paid for the debt.
- The original agreement may be unenforceable and should not have been assigned to Link Financial.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. This decision deals with the complaint against Link Financial. Mr E's complaint about the previous lender is dealt with separately as that is the appropriate course here.

It is clear that Mr E has very strong feelings about this matter. He has provided detailed submissions to support his complaint, which I have read and considered in their entirety. However, I trust that he will not take as a discourtesy the fact that my findings focus on what I consider to be the central issues and that they are expressed in considerably less detail.

As the adjudicator has explained, this service cannot consider complaints about consumer credit related agreements where the event complained of took place before 6 April 2007. Therefore, we cannot consider the elements of Mr E's complaint which relate to events before that date, that is, the enforceability of the original agreement or its subsequent assignment.

Mr E's obligations under the agreement continued when Link Financial acquired the debt from the previous lender. The price it paid for the debt does not alter that. The adjudicator is right to say that Link Financial is not required to tell Mr E how much it paid for the debt. That information is commercially sensitive and I do not require it for the fair resolution of this complaint.

I note Mr E's contentions about the PPI element of the debt but I am afraid that I do not agree with them. He has received a refund from the previous lender relating to the PPI element of the debt. There is no reason to direct Link Financial to reduce the debt further as Mr E has already been compensated. It is open to Mr E to apply the refund to the amount which remains owing.

A court has considered the amount Mr E owes and it is not appropriate for this service to go behind that judgement.

my final decision

I am sorry to disappoint Mr E but for the reasons I have explained above, my final decision is that I do not uphold this complaint.

Louise Povey
ombudsman