



The complaint

Mr M complains about harassment from Lowell Financial Ltd (Lowell) in relation to a debt it acquired in his name.

What happened

On 25 February 2019 Lowell purchased Mr M's debt of £147.02 from another business. The original debt related to an unpaid catalogue account. On 11 March 2019 Lowell and the original lender sent Mr M a Notice of Assignment confirming the change in ownership.

Lowell wrote to Mr M and requested he make contact to discuss repayment of the debt. On 21 June 2019 a direct debit was set up via Lowell's website for £20 a month. Lowell received a £20 payment on 1 August 2019 and another on 1 September 2019 but they were later claimed back via a direct debit indemnity claim. Other direct debits were returned unpaid. In March, April and May 2020 Mr M made payments of £1 towards the debt.

Mr M asked Lowell to send him a copy of the original credit agreement but it wasn't able to obtain one.

Mr M complained and Lowell responded on 14 February 2020. Lowell said it retained the right to contact Mr M about the outstanding balance he owed. Mr M referred his complaint to our service and it was passed to an investigator. The investigator didn't agree that Lowell had acted unfairly by contacted Mr M for repayment of the debt or that it had harassed him. Mr M asked to appeal, so his complaint has been passed to me to make a decision.

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 understand Mr M feels Lowell's contact is upsetting, but I haven't found that its requests for repayment have been unreasonable. Lowell and the original lender both wrote to Mr M in March 2019 to confirm the debt had been acquired. The original lender explained Lowell would be responsible for collecting the outstanding balance going forward.

Mr M says Lowell has harassed him but I haven't found the level of contact was unreasonable. Lowell wrote to Mr M about the outstanding balance on several occasions but I think that reflects its desire to make contact and arrange repayment of the debt. I can also see that Lowell only took the step of contacting Mr M by phone after a direct debit payment plan he'd set up was cancelled. And it removed Mr M's phone number from its systems when he asked it to. Whilst I can see Mr M finds the contact upsetting, I'm satisfied Lowell has a legitimate reason to contact him and I haven't found evidence of harassment.

I haven't found that Lowell has harassed Mr M and I'm satisfied its requests for repayment were reasonable. As I'm satisfied Lowell has dealt with Mr M's complaint fairly, I'm not

telling it to take any further action.

My final decision

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 24 December 2020.

Marco Manente
Ombudsman