

The complaint

Mr L complains that Lowell Financial Ltd has harassed him while trying to recover a debt. Mr L complains Lowell is asking him to repay money he doesn't owe.

What happened

Lowell says it acquired a credit card debt in Mr L's name in March 2018 with an outstanding balance of around £885. Lowell says the original lender closed and defaulted Mr L's credit card in July 2017. Both Lowell and the original lender sent Mr L a Notice of Assignment setting out the new arrangement at the beginning of April 2018.

Mr L has asked Lowell to send him proof the debt exists and that it is entitled to collect it from him. Lowell has obtained a copy of the loan agreement, statements from the original lender and the notices of assignment Mr L was sent. Lowell hasn't agree to send Mr L a copy of the deed of assignment.

In December 2019 Mr L complained to Lowell and said it was harassing him to make payments for a debt it hadn't proved exists. Lowell didn't agree it had harassed Mr L and said it had previously sent him documents that show it is entitled to contact him about the outstanding balance.

Mr L referred his complaint to this service and it was passed to an investigator. Mr L has told us that in September 2020 a new business contacted him about the outstanding balance. The investigator thought Lowell had dealt with Mr L's complaint fairly and didn't ask it to do anything else. Mr L 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.

Mr L has told us his complaint is that Lowell has harassed him for payments and that it hasn't proved the debt exists. I understand Mr L feels the information Lowell has provided to date isn't sufficient to show it is entitled to ask him to make repayments. I've looked at the available information to see if Lowell has treated Mr L fairly.

Lowell says it acquired a credit card debt in Mr L's name in 2018 and has provided copies of the notices of assignment both businesses sent him. Lowell has also sent Mr L and this service copies of the credit agreement he accepted with the original lender. I understand Mr L's signature isn't shown on the credit agreement, but businesses are allowed to provide reconstituted copies where the original is no longer available and I'm satisfied that's what Lowell has done here.

Lowell has also provided copies of statements it says were sent to Mr L by the original lender that show the spending on the credit card and payments he made, before the account was closed and defaulted.

Taking all the available information into account, I don't agree with Mr L that Lowell failed to show it bought a debt in his name. The information I've seen shows Mr L's credit card payments weren't maintained which meant the account was closed by the original lender. I've looked at the terms and conditions provided by the original lender and they specifically say it could transfer its rights and the debt. The notices of assignment confirm the original lender took that step when it sold Mr L's debt to Lowell in 2018.

Mr L has complained that without providing legal proof he is liable for the debt, Lowell's attempts at recovery are harassment. Mr L has confirmed he understands it's not the role of this service to say whether a debt can be enforced in court. We decide cases on a fair and reasonable basis. Taking the above information and documents into account, I'm satisfied Lowell's decision to contact Mr L and ask for repayment of the outstanding debt it acquired in 2018 is fair and reasonable.

I've looked at the level of contact Lowell has had with Mr L but haven't found it has harassed him. For the reasons I've given above, Lowell is able to contact Mr L and request repayment which is what it and its agents have done.

Mr L has told us that he was contacted by another collections agent acting for Lowell. Lowell has confirmed it appointed new collections agents to Mr L's account in August 2020. But Lowell can appoint collections agents to act on its behalf so I'm unable to agree it's made a mistake.

I've considered everything Mr L has told us and sent in relation to this complaint. I've also looked at all the available information from Lowell. Having done so, I haven't found that Lowell has treated Mr L unfairly by contacting him in relation to the outstanding balance of the credit card debt. As a result, I'm not telling Lowell 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 L to accept or reject my decision before 30 April 2021.

Marco Manente
Ombudsman