

## **The complaint**

Ms Q complains about a debt Lowell Portfolio I Ltd says she owes. She also complains about how she is being chased for the debt.

In this decision, where I have referred to 'Lowell' I am referring to Lowell Portfolio I Ltd.

Where I have referred to Ms Q in this decision, I am also referring to anything provided by her representative.

## **What happened**

Ms Q has complained to this service about several things she says Lowell has done wrong while it has been the legal owners of a debt it purchased from the original lender. I issued a decision on this case, letting Ms Q know that this service didn't have the power to consider some of the issues she'd raised. And I let her know that it wouldn't be appropriate for this service to consider some of the other points she made.

However, I decided that this service could consider the merits of Ms Q's complaint about the following things:

- Harassment from Lowell between 2 April 2014 and 17 November 2015
- Lowell assigning a number of different agencies to collect the debt on its behalf – between 2 April 2014 and 17 November 2015.

In an email Ms Q sent to Lowell in April 2020, she has raised the below concerns, which she says amounts to harassment:

- Using more than one debt collection agency at a time
- Not notifying her of a change in debt collector
- The solicitor working on behalf of Lowell was harassing her.
- Going over and above trying to trace her – which she believes is stalking.

Lowell responded to Ms Q's concerns, but it didn't uphold any of her complaint that relates to anything that happened within the timeframe this decision is considering.

Our investigator looked into what had happened for Ms Q, but they didn't uphold her complaint. Essentially, they didn't think that any of the actions of Lowell, between the specified period of time I've mentioned, amounted to harassment. And they didn't find that multiple debt collectors had been used at the same time.

Ms Q didn't agree, and in response made a number of points about some of the things I have already explained in my previous decision that this service won't be looking at. But she reiterated the reasons why she feels as though Lowell harassed her.

Because Ms Q didn't agree, the complaint has been passed to me to make a decision on the matter.

## **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've considered all the available evidence and arguments from both Lowell and Ms Q to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've decided not to uphold Ms Q's complaint. I know she'll be disappointed by this decision, but I will explain my reasons for it in more detail below.

I think it's important to explain I've read and taken into account all of the information provided by both parties, in reaching my decision. Ms Q has sent this service a lot of information for me to consider during the course of her complaint. If I've not mentioned something that's been said in this decision it's not because I didn't see it, it's because I didn't consider it relevant to the crux of the complaint. This isn't intended as a discourtesy to Ms Q, but merely to show my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint.

## **Financial Ombudsman Service**

It may also be helpful for Ms Q to note that this service is set up as an alternative to the courts. So, while, amongst other things, the ombudsman's considerations will take into account any relevant laws, rules, regulations, codes of practice and good practice, ombudsman's decisions are determined by what is fair and reasonable in all the circumstances of the individual complaint.

## **Contact by Lowell**

The crux of the complaint here is Ms Q says that Lowell has harassed her. And essentially, not treated her fairly when it has attempted to collect the debt she owes. So, I've looked at how Lowell attempted to recover the debt during the time frame I'm considering.

Ms Q has confirmed that she had a debt with the original lender, and while I know she disputes that she should be liable to repay this, I am satisfied that Lowell are the legal owners of that debt. I have seen a copy of a 'notice of assignment' letter which confirms the debt was sold to Lowell by the original lender. As Lowell are the legal owner of the debt, it is within its rights to take steps to attempt to recover the outstanding balance. But it needs to do this in an appropriate way.

Firstly, I've looked at the contact Lowell had with Ms Q between the relevant dates, to ensure that it isn't excessive. I can see that during this period, it has sent Ms Q three letters and called her nine times. I don't find that three letters in over a year and a half is too much – and after all, Lowell had a duty to keep Ms Q up to date with what was happening with her account, so it had a duty to correspond with her. I've also thought about the level of calls Lowell made to Ms Q, while four calls were on the same day, the total across the whole period I have looked at is nine, I don't find this to be unreasonable. Again, Lowell were within its right to try and contact Ms Q about the debt, and I haven't seen anything that leads me to believe that attempts to contact her were excessive.

Lowell has sent me a copy of the letters it sent to Ms Q. I've looked at the contents of the letters and there isn't anything in them that I find to be threatening, or pressurising. In

summary, the letters explain that there is a debt that needs to be repaid but offers support and the possibility of a repayment plan if Ms Q gets in contact.

There is one letter that Ms Q has raised as being particularly mis-leading – it was sent to her by Lowell on 4 June 2015, but Ms Q has seen this as part of a subject access request she raised with Lowell. The letter states that Ms Q had a balance of £5,809.83 and said could close the account for £0. Lowell say that the £0 is a variable field and so when they've pulled a copy of the letter, the variable field has reverted to £0. Based on this, I don't think it likely that the letter was posted with the '£0' offer at the time.

But even if I accept that Ms Q received the letter that said she could close the account for £0, I still wouldn't consider ordering Lowell to do anything else for Ms Q. In my view, it is clear that this is an administrative error. And had Ms Q contacted Lowell, as the letter asks her to do, then I think it would have let her know this. In any event, I've seen a letter sent to Ms Q shortly after this date in July 2015 confirming that she still has a balance left to repay, so any confusion this letter may have caused, would have been rectified at the point the July letter was sent.

### **Debt collection agencies**

I've seen that Lowell has sometimes instructed debt collection agencies (DCA) to attempt to collect the debt Ms Q owes on its behalf. Ms Q says that there was sometimes more than one DCA attempting to collect the same debt at the same time. I've looked at a copy of a screenshot Lowell has sent to this service, which shows the dates Lowell instructed the debt collectors. The information it's provided shows that there was only one DCA attempting to collect the debt at any one time. Ms Q says that at one point she was being contacted by a DCA on behalf of Lowell and Lowell's solicitors – this was happening towards the end of 2015.

The solicitors were carrying out litigation on behalf of Lowell – often a business, like Lowell, will do this when it is ready to start court proceedings. From what I've seen, the DCA that Lowell appointed around this time started in September 2015 and the solicitors appeared to be acting on behalf of Lowell at this time too. So, there is an overlap of two businesses employed by Lowell at the same time in relation to the debt. But these firms were carrying out different and separate activities – one was trying to collect the debt from Ms Q, and the other starting court proceedings. The solicitor's firm would have needed to have contacted Ms Q to let her know that it was starting court proceedings, and to give her the opportunity to resolve the matter before it went to court. So, I can understand why Ms Q might have felt that Lowell had two firms attempting to collect debt from her at the same, but for the reasons I've explained, I don't think this is the case. And so, I can't fairly say that Lowell has done anything wrong here.

Ms Q has also said that she wasn't notified by Lowell each time a new DCA was appointed. It is important that a debtor is notified when a new company is instructed to collect debt. But there isn't anything in the rules which states that this has to be done by the legal owner of the debt, in this case Lowell. It can also be done by the DCA that's been instructed. Lowell has said that it had an arrangement with the DCA's it instructed, for them to inform Ms Q that they were acting on behalf of Lowell. But because it wasn't Lowell that sent the letters, it doesn't have copies of these.

But Ms Q has also stated that she was harassed by DCA's acting on behalf of Lowell. So, it appears that she knew there were DCA's appointed by Lowell and based on what she's said about the amount of contact these firms had with her, I think it likely she would have received the letters that notified her it was collecting a debt on Lowell's behalf.

## **Information obtained**

Ms Q has raised concerns about some of the information Lowell had obtained about her – including contact information. Lowell has stated that when it couldn't get in touch with Ms Q with the information it had, it used trace systems to try and find the most up to date contact details. I can see that Lowell bought this account in 2010 and didn't hear from Ms Q until 2017. It had a legitimate reason to contact her, and so I don't find that it was unreasonable of Lowell to use trace systems to try and get in touch with her about the debt she owed- especially when it hadn't been able to make contact with her for some seven years.

I appreciate this decision will come as a disappointment to Ms Q, but based on everything I've seen, I don't think Lowell has treated her unfairly.

## **My final decision**

For the reasons set out above, I don't uphold Ms Q's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms Q to accept or reject my decision before 6 December 2021.

Sophie Wilkinson  
**Ombudsman**