

The complaint

Mr D is unhappy that Lowell Financial Ltd decided to block him from calling them. Mr D says that due to his disability, this amounts to discrimination under the Equality Act 2010.

What happened

Mr D originally held a credit card debt with Company V. The debt was sold to Company L who now own the debt and Lowell Financial Ltd administer the debt on behalf of Company L.

Mr D raised a separate complaint with Lowell Financial Ltd relating to how they were administering his debt, and in Lowell Financial Ltd's response to him they let Mr D know they would no longer speak with him on the phone and blocked Mr D's number.

On 14 May 2021 Mr D called Lowell Financial Ltd to complain about the person who had issued the above response and taken the decision to block his number. Mr D said he was being discriminated against because of his disability.

During this call the Lowell Financial Ltd representative asked Mr D if they could make a note of Mr D's disability on their systems as it appeared he had not told Lowell Financial Ltd about his disability before. After initially saying that a note of his disability could be made, Mr D then changed his mind and said he did not want his disability recorded.

At Mr D's request, the representative raised the complaint about Mr D's phone number being blocked.

Lowell Financial Ltd considered Mr D's new complaint. In their final response letter to Mr D they explained Mr D's telephone number had not been blocked to discriminate against him, rather it was blocked due to comments Mr D had made in previous phone calls to Lowell Financial Ltd.

Lowell Financial Ltd said Mr D had, on several occasions, noted his unhappiness about the standard security questions he was being asked when he called on the phone. Lowell Financial Ltd explained these questions were required in order for staff to ensure they were speaking to the right person. So to avoid further distress and inconvenience to Mr D and staff, Lowell Financial Ltd took the decision to block Mr D's phone number.

Lowell Financial Ltd said Mr D could still contact them via their website, by email or by post and they let Mr D know he could choose to authorise a third-party to act on his behalf – it appears a copy of Lowell Financial Ltd's third-party authorisation form was sent to Mr D with the final response letter.

Mr D didn't accept this and brought his complaint to our service.

Our investigator considered what had happened. In summary, the investigator explained to Mr D that the Financial Ombudsman Service did not have the power to say whether a breach of the Equality Act 2010 had taken place – rather it was for our service to consider whether Lowell Financial Ltd had treated Mr D fairly and reasonably in the circumstances of the case.

The investigator confirmed the only thing being considered under this complaint was Mr D's concerns about his number being blocked as Mr D's more detailed complaint about the security questions was being dealt with separately.

Our investigator engaged with Lowell Financial Ltd to put forward that it did not seem fair, given Mr D's disability, that he could not call Lowell Financial Ltd any more. On review, Lowell Financial Ltd agreed to speak with Mr D on the phone again, so long as Mr D contacted them through their Customer Relations Department on the freephone number and agreed to answer security questions.

The investigator felt in the circumstances that this was a fair and reasonable solution and put the offer to Mr D. However, Mr D didn't accept this.

Mr D said he had been in contact with other organisations and said the Financial Ombudsman Service could look at claims for discrimination. He said there was no need for Lowell Financial Ltd to block his calls and he asked the investigator to confirm which numbers had been blocked and explain why they'd been blocked. Mr D said he'd never been rude to Lowell Financial Ltd and felt their staff simply gave conflicting information and couldn't answer his questions – Mr D said he shouldn't be held accountable for their incompetence. And Mr D added he was within his rights to request Lowell Financial Ltd ask him alternative security questions.

Following Mr D's request, the investigator confirmed with Lowell Financial Ltd, and then to Mr D, the details of the mobile phone number that had been blocked. The investigator was also able to learn and let Mr D know that a landline number (previously passed to Lowell Financial Ltd when Company V sold the account) was removed from Lowell Financial Ltd's contact information after Mr D asked for it to be removed.

As a resolution could not be reached, Mr D's complaint has come to me to decide.

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.

It may help if I start by explaining the role of this service. The Financial Ombudsman Service is an alternative dispute resolution service set up to resolve individual complaints based on what is fair and reasonable in the circumstances of each case. The Financial Ombudsman Service does not fine or punish businesses, or request that businesses change their processes or practices – that is the role of the regulator, the Financial Conduct Authority.

When deciding what is a fair and reasonable resolution to a complaint, the Financial Ombudsman Service will take into account any relevant law and regulations; regulators' rules, guidance and standards; codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

Mr D's complaint in this case is that Lowell Financial Ltd have discriminated against him under the Equality Act 2010.

In light of the remit this office has – which I've summarised above – it should be made clear to Mr D that this office is not a court, so it does not have the power to determine whether a law has been breached. That is for the courts to decide.

However, as explained, our office can take into account any relevant law when deciding whether a business has treated a customer fairly and reasonably in all the circumstances of the individual case. This means, while being mindful of the Equality Act 2010, in Mr D's case

I've looked to see if Lowell Financial Ltd have treated him fairly and reasonably as one of their customers.

I can see from what's happened that Lowell Financial Ltd took the decision to no longer speak with Mr D by deciding to block his phone number. And that they did this with what appears to be no knowledge of Mr D's disability.

I can't agree with Mr D that Lowell Financial Ltd needed to ask him if he had this disability before they took the decision to block his phone number.

The Equality Act 2010 requires a business to make reasonable adjustments for someone with a disability. Some of these adjustments are considered anticipatory, for example installing a ramp to access a building or having auxiliary aids in place for disabled people to access services.

Mr D had already been successfully accessing Lowell Financial Ltd's services using different means of communication that Lowell Financial Ltd have in place for all their customers.

There was no record of Mr D's disability on Lowell Financial Ltd's systems. Mr D accepts that he had not mentioned it previously, and Mr D had engaged with Lowell Financial Ltd using other methods of communication in addition to the phone. So Mr D was not being prevented from using Lowell Financial Ltd's services. And there's no evidence to suggest Mr D had requested any other reasonable adjustments or that Lowell Financial Ltd could reasonably have anticipated putting anything else in place for Mr D.

While a business can try and anticipate a number of reasonable adjustments for their customers, it would be unreasonable to expect the business to know if anything more specific was required unless they were aware of the disability. It would be for the individual to let the business know about a disability and request any other reasonable adjustments that the business might be able to put in place for them. So I can't see that Lowell Financial Ltd have done anything wrong here in not asking Mr D about his disability before blocking his phone number.

Lowell Financial Ltd had also explained their reason for blocking Mr D's number was not due to his disability, but because Mr D appeared unhappy when he used this method of communication with Lowell Financial Ltd. I've listened to some of the available calls and have heard that on several occasions Mr D did not wish to answer Lowell Financial Ltd's security questions. Without passing security Lowell Financial Ltd said they were therefore unable to discuss Mr D's circumstances with him on the phone.

I can see why, in light of the above, Lowell Financial Ltd took the step - at that time - to say they would block Mr D's phone number and chose no longer to speak to him. It seems these phone calls were unproductive for all parties involved. And Mr D had other channels of communication available to engage with Lowell Financial Ltd. So it's difficult for me to say Lowell Financial Ltd treated Mr D unfairly or unreasonably at this point – or differently to any other customer.

That said, on learning of Mr D's disability and that using the phone was a preferred and easier way for Mr D to communicate with Lowell Financial Ltd, I think it would have been fair for Lowell Financial Ltd to review their decision to block Mr D's phone number.

Following our investigator's involvement I'm pleased to see that Lowell Financial Ltd have agreed to unblock Mr D's number albeit with some conditions attached – that is Mr D should contact the Customer Relations Department number and that he should answer Lowell Financial Ltd's security questions.

The number for the Customer Relations Department is a freephone number and Lowell Financial Ltd have said this would put Mr D through to representatives who would be best placed to answer any queries Mr D might have about his debts - so I think this is reasonable in the circumstances. I also think Lowell Financial Ltd's request for Mr D to answer some security questions is fair.

Mr D and Lowell Financial Ltd should note – like our investigator - I have not considered the more particular concerns Mr D has around security questions as these are part of a separate complaint, so these do not form part of this decision.

Taking everything into account, at the time the phone number was blocked, I can't see that Mr D was treated unfairly because of his disability. I think Lowell Financial Ltd took steps – not due to Mr D's disability – to review how they communicated with him, and Mr D was never prevented from accessing Lowell Financial Ltd's services. Lowell Financial Ltd had highlighted to Mr D other ways of communicating with them, some of which Mr D had already been using, so they didn't have any reason to think Mr D could not have continued engaging with them or accessing their services. I'm also mindful Lowell Financial Ltd did this without any knowledge of Mr D's disability – so I think it's unfair to say Lowell Financial Ltd were discriminating against Mr D when they took the decision to block his phone number.

Since then and in light of what Mr D has shared about his disability, I think it's fair for Lowell Financial Ltd to unblock Mr D's number, and I think their offer to unblock Mr D's phone number on the terms above are fair and reasonable in the circumstances.

Putting things right

Lowell Financial Ltd should unblock Mr D's number so he is able to call their Customer Relations Department, as per Lowell Financial Ltd's offer.

My final decision

For the reasons above, I uphold Mr D's complaint that his number should be unblocked, and I think the terms of Lowell Financial Ltd's offer above to do this are fair and reasonable in the circumstances of this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 15 August 2022.

Kristina Mathews
Ombudsman