

## **The complaint**

Mr B complains that Lowell Financial Ltd (Lowell) is unfairly seeking to collect debts from him

## **What happened**

Lowell has three accounts in Mr B's name. Lowell said it purchased a credit card from the original lender (C) in February 2016 and sent Mr B a notice of assignment to confirm the new arrangements.

Lowell purchased two credit card debts in Mr B's name from a different lender (L) in November 2016. Lowell went on to send Mr B notices of assignment confirming the change in ownership of the accounts.

Mr B made payments to Lowell for a number of years but they stopped in 2019. More recently, Mr B complained that Lowell was unfairly asking him to make payments despite never borrowing money from the business.

Lowell sent Mr B a final response on 21 February 2022 and said it had purchased debts in his name from the original lenders. Lowell also said Mr B had made payments towards the outstanding balances between 2016 and 2019 and didn't agree it had harassed him for payment.

An investigator at this service looked at Mr B's complaint but thought Lowell had dealt with it fairly. Mr B asked to appeal and said his private information had been illegally shared with Lowell by the original lender. Mr B also said he thinks Lowell acted fraudulently. As Mr B asked to appeal, 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 B has made a number of points when bringing their complaint. I've considered and read everything that all parties have said and sent to us. If I haven't directly mentioned something that's happened or responded to each point raised it isn't because I haven't considered it. I have. In line with this service's role as a quick and informal body, I'll be focusing on the key issues of this complaint in deciding what's fair and reasonable. An approach the rules allow me to take. I'd like to assure all parties that no discourtesy is intended by this approach.

Mr B's credit card debts were sold by C and L to Lowell without his consent. I understand Mr B's view is that he doesn't have a contract with Lowell and that it's acted unfairly by purchasing the debts without his involvement or consent. But businesses can sell a debt and transfer accounts to new owners. The process is known as assignment. I appreciate Mr B doesn't agree his credit card debts were legally sold to Lowell. But I haven't found anything that shows Lowell's acted outside of the regulations it operates under or treated Mr B unfairly.

In this case, Lowell says the accounts were assigned from the original lenders during 2016. I've looked at the available information to see whether Lowell has acted reasonably by asking Mr B to make payments. In respect of the credit card with C, Lowell was able to obtain statements from the original lender. They show transactions going back some time before the account was sold to Lowell. In addition, I've seen copies of the notices of assignment that were sent to Mr B by both C and Lowell.

Lowell has also provided evidence that shows Mr B made payments towards the account for several years. In my view, Lowell's provided sufficient evidence to show it did purchase Mr B's credit card debt from C in February 2016. So I'm satisfied it has a legitimate reason to contact Mr B and ask for payments.

The credit cards with L were sold to Lowell at the end of 2016. Again, I've seen the notices of assignment and they confirm the change in ownership. Both L and Lowell wrote to Mr B and advised ownership of his credit card debts had changed. And payments were made by Mr B for some time before they were stopped. I'm satisfied the available information shows Lowell acquired L's credit card debts in Mr B's name as it claimed. And I'm satisfied it has a legitimate reason to contact him for repayment.

Mr B told our service he's been sent a blank credit agreement by C and he didn't think the credit agreement L gave him was correctly accepted. I've reviewed both credit agreements. And both say the lenders may assign or transfer their rights under the agreement. So I'm satisfied there was provision for existing debts to be transferred from the original lenders to Lowell.

Mr B has raised concerns about the validity of the credit agreements, but that's a matter for the original lenders to deal with. I would also say that Mr B's arguments about whether the original credit agreements have been correctly executed on a technical basis don't reflect the way we look at complaints. We will of course take into account the relevant laws and regulations when deciding how to resolve a complaint. But we consider complaints on a fair and reasonable basis. In this case, I'm satisfied the supporting information shows Lowell did purchase accounts in Mr B's name that have outstanding balances. I haven't seen anything that leads me to conclude the funds in question weren't borrowed by Mr B or that Lowell has acted unfairly by asking him to repay the outstanding balances.

Mr B has also raised concerns about harassment from Lowell. But I haven't seen an unreasonable level of contact that amounts to harassment. I appreciate Lowell has contacted Mr B about the accounts, but as I've noted above, it has a legitimate reason to do so.

As I'm satisfied Lowell has dealt with Mr B's complaint fairly I'm not telling it to do anything else.

### **My final decision**

My decision is that I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 23 August 2022.

Marco Manente  
**Ombudsman**