

The complaint

Miss C complains about the service she received from Lowell Portfolio I Ltd (Lowell).

What happened

Miss C is represented in this complaint by Mr D.

In 2019, Lowell bought an outstanding debt in Miss C's name from a business that I will refer to as V. Although Lowell bought another debt in Miss C's name – this relates to an agreement to supply energy which is not a regulated credit agreement. This means we cannot consider any of Lowell's actions as they relate to the energy account.

Mr D raised the following concerns on behalf of Miss C:

- Despite asking Lowell not to ring Miss C due to her depression, it continued to write threatening to call her or send SMS texts when it did not have a contact number for her. Mr D was unhappy that Lowell continued to write to Miss C after he'd asked it to write to him.
- Lowell failed to supply a copy of the notice of assignment (NOA) and when it did supply a copy, the name used by the sender was wrong and there was no company information about V.
- Mr D requested contact details for the credit reference agency but Lowell refused
- Lowell is harassing and discriminating against Miss C.

Lowell said that the letters it sends are not tailored to individual circumstances so although it referred to calls or texts, as it does not hold any contact numbers for Miss C, it would not have contacted her by phone. Lowell also said that the letter it sent did not say it was definitely going to contact Miss C by phone or text. Lowell said it has to address letters to its customer, Miss C.

Lowell said it sent the NOA to Miss C on 11 October 2019. Lowell sent a further copy by email in February 2023, so it didn't agree that it failed to supply the NOA. Lowell explained that it produces the NOA under an agreement it has with V.

Lowell apologised to Mr D for failing to supply details of the credit reference agency (CRA) and offered £50 compensation.

Our investigator did not uphold Miss C's complaint. He was satisfied that Lowell sent the NOA in 2019 and again in 2023. Our investigator thought Lowell's offer to pay £50 to apologise for not supplying the CRA's contact details was fair. Overall, our investigator did not think that Lowell had acted unreasonably when asking Miss C to repay the debt.

Mr D on behalf of Miss C was unhappy with the investigation outcome. He did not think Lowell should send letters threatening to call Miss C when it is aware of her mental health

problems. Mr D said Miss C is a vulnerable consumer who should not receive such letters. He referred to the Equality Act 2010 and Lowell's duty to make reasonable adjustments.

Mr D also said that Lowell has banned him from representing Miss C.

Our investigator responded to Mr D to say that the letters are automatically generated so cannot be amended individually. Our investigator said that any complaint about Lowell blocking a number or refusing to speak with Mr D would need to be raised as a new complaint.

Mr D remained unhappy with the investigation outcome. He did not think Lowell should be writing to a consumer with a disability threatening to call when it does not hold a contact number.

After considering Miss C's complaint, I issued a provisional decision on 20 August 2024 in which I said:

I have issued a separate provisional decision in which I have explained why I can't consider part of Miss C's complaint. So, the following provisional decision only deals with the aspects of Miss C's complaint that I have jurisdiction to consider.

NOA

Although Miss C said that Lowell had failed to supply copies of the NOA for the account previously held with V, this is not what the evidence suggests. Lowell has given us a copy of the NOA that it sent on 11 October 2019. I think it seems likely that Miss C previously received the NOA as she raised a complaint about it back in 2021. Miss C was concerned because the original creditor, V, said it had not sent the NOA. So she thought Lowell forged the letter from V.

Lowell responded in April 2021 and explained that it had an agreement with V to produce the NOA on its behalf. Lowell said that the NOA was signed by the head of V's business unit but that this person may have changed since the NOA was issued in October 2019.

The fact that Lowell responded to Miss C's concerns about the NOA back in 2021 makes me think it is likely that she had seen the letter by that point. In any event, Lowell has since sent further copies of the NOA in response to her complaint raised in 2023.

Based on Lowell's explanation of the way it sends out NOAs – I have no reason to conclude that it was not genuine. I appreciate that Mr D has carried out some research and thinks that the Christian name of the person signing the NOA on behalf of V is wrong. But as Lowell has said, the person may have changed since the NOA was issued in October 2019. Even if Lowell has used the wrong name for the head of V's business unit, I don't consider this means the NOA is fraudulent or somehow invalid. So, I don't require Lowell to take any action in relation to this aspect of Miss C's complaint.

Refusal to supply credit reference agency contact details

Lowell apologised that it didn't supply contact details of the CRA to Miss C's representative Mr D. It has since supplied the details and offered £50 compensation. I think this was a fair way to resolve this aspect of her complaint.

Discrimination and harassment

Although Miss C might prefer Lowell not to write to her about the debt with V, we would not expect a business to take no action against a consumer because of their health conditions. Miss C had the benefit of the money lent and as Lowell owns the debt, it is entitled to ask her to repay the money owed. Lowell says that it sends emails to Mr D as Miss C's representative. But letters concerning repayment of the debt need to be addressed to Miss C as she is the account holder. This seems fair.

Lowell has supplied a screenshot of correspondence it has had with Miss C (about the debt with V) since October 2019. Apart from some correspondence concerning complaints made by Miss C, it appears that Lowell has written less than 20 letters about the debt since 2019. So, I can't conclude that Lowell's contact has been excessive or harassing in nature.

I have not seen evidence that any letters from Lowell about the debt with V mentioned it might call or send her text messages. If Miss C has received any such letters from Lowell, I suggest that she sends them to us when responding to my provisional decision.

Further submissions

Lowell acknowledged my provisional decision and said that it had nothing further to add. Neither Miss C nor her representative Mr D responded to my provisional decision within the deadline that I set.

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.

As Lowell had nothing further to add and Miss C has not responded, I consider it fair to make my final decision along the same lines as my provisional decision.

My final decision

For the reasons outlined above, my final decision is that:

- Lowell has already made an offer that I consider to be fair to settle the part of Miss C's complaint relating to the CRA. If Lowell Portfolio I Ltd has not already done so, it should pay Miss C £50 if she goes on to accept my final decision.
- I don't uphold Miss C's complaint about the NOA or the contact made by Lowell about the debt which it bought from V.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 2 October 2024.

Gemma Bowen

Ombudsman