

## **The complaint**

Mr H is unhappy Lowell Portfolio I Ltd ("Lowell") have been contacting him about a debt he says he knows nothing about.

## **What happened**

Mr H says Lowell first contacted him about an outstanding debt of over £1,500, originally with a bank I'll refer to as B, in September 2022.

Mr H says he responded to this to say he didn't recognise the debt and that he repeatedly asked Lowell for proof that he owns the debt, but they never gave him this.

Mr H says despite complaining to Lowell about this issue in September 2023, he never received a response. Instead, they continued to send him letters which have been threatening legal action, up until May 2024. Mr H said he sent Lowell a letter once again letting them know he didn't recognise this debt and asked them to log a formal complaint. Mr H also says the debt is statute barred and that they shouldn't be contacting him about it.

Lowell say the account was opened in October 2020 with B and the outstanding balance was registered in default in July 2022. Lowell then purchased the debt from B in August 2022 – they did this on the basis that the balance for the account was valid and collectable. Lowell said they carried out their own trace exercise, using credit reference agency information, to review the contact address for Mr H. This exercise provided them with Mr H's current address.

Lowell have provided evidence to show they sent Mr H a letter to his current address, shortly after they bought the debt from B in August 2022, letting him know they'd taken over the debt.

Lowell say the evidence they obtained from B showed B had previously contacted Mr H at the address they held for him via monthly statements and that B also sent a default notice to him at that address – Mr H has confirmed this was his previous address until he moved out in either 1998 or 1999. Mr H hasn't been able to provide us with evidence to show he moved out around these dates.

Lowell say they raised a query with B about the debt and whether Mr H had contacted them about it at the time, but B said he hadn't. Lowell said Mr H simply saying he doesn't recognise the debt isn't sufficient grounds to raise further queries with B. And that they'd need to know the details of any challenge to liability so B can review their account records and report back to Lowell.

Lowell say they responded to some of Mr H's correspondence, but in relation to Mr H's request for proof he owns the debt, Lowell said they viewed his requests as a continuation to his point that the debt was statute barred. In any case, Lowell said they weren't able to gain access to archives of B to obtain evidence to the debt not being statute barred.

Our Investigator considered Mr H's complaint. In summary, he said Lowell had purchased the debt from B in good faith and that Lowell were able to obtain bank statements and a default notice from B in August 2024 that were sent to Mr H. And although Lowell sent this evidence to Mr H eventually, our Investigator thought Lowell were slow to provide evidence of the debt as requested by Mr H. So, our Investigator recommended Lowell pay Mr H £75 compensation for the inconvenience caused.

Lowell agreed. But Mr H didn't. He said £75 compensation doesn't cover the amount of time and hassle spent trying to resolve this issue. And that he still doesn't think sufficient evidence has been provided to show he owns the debt and that he owes money. So, the complaint has been passed 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.

I should explain up front I'm required to take into account the law, as well as the regulators rules and regulations, plus what I consider to be good industry practice. But ultimately, I need to decide the outcome of this case on a fair and reasonable basis. I wanted to explain this because I can't decide if this debt is statute barred, only a court can.

The crux of Mr H's complaint is that he's being asked to repay a debt which he says he doesn't recognise. So, I'll go on to consider whether Lowell are acting fairly in holding Mr H responsible for this debt.

CONC 7.13.4 says: *"Before pursuing a customer for the repayment of a debt, a firm must take reasonable steps to verify the accuracy and adequacy of the available data so as to ensure that the true customer is pursued for the debt and that they are pursued for the correct amount."*

Lowell said they can't provide us with information in relation to the data that their trace exercise produced in August 2022 - they said this data was only retained for 12 months. However, Lowell have provided information of the sale file, which confirmed the account holder data. Having looked at this data, I can see the name and date of birth is Mr H's and the address was one Mr H used to live at for a very long time. In addition to this, the initial of the middle name on the account data is the same as Mr H's middle name.

Having considered the information Lowell have provided us with, and without any evidence from Mr H to show otherwise, I'm not persuaded Lowell have acted unfairly in pursuing Mr H for the debt.

Mr H asked Lowell for proof he owned this debt and sent a letter to Lowell in September 2022. Lowell responded in August 2024 explaining what they had to show the debt is Mr H's, such as the address the account was registered to (Mr H's previous address) along with a copy of the bank statements for the account in question. Lowell say they didn't send this information to Mr H sooner because his previous correspondence to them related to his reasons as to why he felt the debt was statute barred and that they needed information surrounding any dispute he was making about the debt being his, to identify a clear reason and context for raising a dispute with B.

I've read Mr H's letter from September 2022 and can see Mr H did refer to why the debt should be statute barred, so I can understand why Lowell didn't take this as Mr H's request for evidence to show he owes this debt.

However, I've seen a copy of a letter Mr H sent Lowell in August 2023 where Mr H said as he previously advised he disputed the debt is his, that he's received no correspondence about it and that Lowell hadn't sent any evidence linking him to the debt. I think this ought to have at least led to Lowell asking Mr H for the further information they say they would have needed in order to raise a dispute with B. And by not doing so, I think this has caused Mr H inconvenience. I also think Lowell has caused further inconvenience by not sending Mr H the information they eventually sent in August 2024, sooner. So, for these reasons, I think Lowell should pay Mr H £75 compensation.

I note Mr H said in response to our Investigator's view that he still doesn't think sufficient evidence has been provided by Lowell to prove the debt is his. While the information Lowell have supplied may not be enough evidence for Mr H for him to be satisfied it's his debt, based on what I've seen, I think on balance, it's likely the debt is his. So, I won't be asking Lowell to do anything more in relation to this point.

### **My final decision**

For reasons explained above, I uphold this complaint and I require Lowell Portfolio I Ltd to pay Mr H £75 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 26 March 2025.

Leanne McEvoy  
**Ombudsman**