

The complaint

Mr B says Lowell Portfolio I Ltd refuses to provide clear and not-misleading answers to his questions about an alleged outstanding debt. Because of that, Mr B believes the balance of the account has been falsified, there is no debt, and there is no agreement he has signed.

What happened

On 21 June 2022 a Notice of Assignment (NOA) was issued by Lowell to say they'd bought a debt from a company I'll refer to N in Mr B's name. The outstanding balance of the account was given as £9,664.92 at this time – and Lowell said as they now own the debt, all payments made towards it should be made to them directly.

Mr B wrote he's asked Lowell a series of very reasonable and easy to answer questions – and lists out the following:

- Is there a debt associated with this matter?
- Has any debt owed by us been assigned to Lowell
- Is Lowell in possession of any kind of original/executed agreement that obliges us to perform in any way, a document that has been signed by us?
- What is the name of the Lowell agent who has applied his/her mind and carried out due diligence with regards to the information presented about the account in question and will verify the information to be true, complete, accurate and non-misleading?
- Have we caused a loss to any party?

Mr B also called Lowell on 20 November 2023 and said part of the reason he's raising a complaint is due to the conduct of the agents – he said four agents out of five hung up on him, and it appears one lied to him.

Mr B wrote at the point of referring his complaint to us, he's not received clear and non-misleading answers to these and other similar questions.

Lowell replied on 22 January 2024. I've listed out their understanding of Mr B's concerns – and their response:

- **Mr B says he's not liable for the account with N as he didn't take it out nor has he been provided with any documents for the account** – Lowell say they investigated the account with N, found Mr B had raised complaints which found he was liable for the account, and had sent him a copy of the credit agreement and statements. Overall, they found Mr B was responsible for the account with N.
- **Mr B feels Lowell have obtained his data illegally and no due diligence has been done** – N decided to sell his account to them and did all relevant due diligence then. The NOA confirmed their purchase and ownership of the account.
- **Mr B is unhappy as the agent he spoke to on 20 November 2023 lied to him** – Lowell found no evidence the agent lied.
- **Mr B is unhappy as the agent he spoke to on 20 November 2023 hung up on him** – Lowell said there is a known technical issue which resulted in the call

dropping, but the agent didn't hang up on Mr B. Lowell said sorry if Mr B's experience fell short of the high standards they set.

- **Mr B is unhappy as he feels several agents hung up on him, didn't provide account information to him and lied to him** – Lowell referred back to the known technical issue.

In response, Mr B sent a letter dated 31 January 2024 which made 52 points – some of which were questions, some statements.

Ultimately, Mr B asked us to look into things. One of our Investigators did so, but didn't uphold Mr B's complaint.

Mr B didn't accept this, providing clarification of the issues he'd raised. As Mr B didn't accept our Investigators outcome, his case 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.

Mr B has raised a large number of questions in response to Lowell's contact and our Investigators outcome. My role is to decide on the outcome of his complaint, rather than answering each individual question. So, I'll be focusing on what I consider to be the crux of Mr B's complaints. I can see from his correspondence he believes Lowell and our service haven't fully grasped his concerns. But, I'm satisfied as a minimum our service has. Given that, I'll summarise what I consider to be Mr B's key complaint points in my own words, having read all of his communication to Lowell and our service:

- Mr B questions how this debt came about, and disputes owing it to Lowell
- Lowell have repeatedly failed to clearly answer his questions yet continue to ask for repayment of the account
- Lowell's agents kept hanging up on him
- Mr B would like the full name of the individual at Lowell who decided the debt is owed by him
- Mr B changed the outstanding balance of the debt to the correct amount of zero on multiple occasions, but Lowell ignored this in their communications

Mr B questions how this debt came about, and disputes owing it

Given Lowell will have got in touch with Mr B out of the blue, it's not entirely unreasonable for Mr B to make sure the right people are asking him to repay the right debt.

The information I have shows this debt was a personal loan for £11,000 provided by a company who N are now responsible for. The loan was electronically signed for on 13 September 2019. Based on letters I've got from N, they've reviewed Mr B's claims the account wasn't his – and decided it was.

It's unclear to me if Mr B is claiming the account was opened fraudulently – as in, opened in his name, but not for his benefit. Regardless, N have found the account is / was Mr B's. I've not been provided with any evidence to support the account not being in Mr B's name. This is particularly important, given the original credit agreement has a name, address, email address and date of birth which all matches Mr B's details. This includes his postal address from when the letters were issued by N in 2021, and the same postal address he's given our service when referring the complaint.

So, I'm satisfied N were satisfied the loan account was Mr B's. They sold / assigned the account to a debt purchaser – Lowell. This was done on 26 May 2022 and confirmed this in the NOA on 21 June 2022.

I wouldn't expect Lowell to question whether the account was or wasn't Mr B's further – given N have already investigated this, and N would be best placed to carry out this investigation.

The NOA is the document by which the legal rights of ownership are transferred from one party to another. The NOA has the same address on it as Mr B's submissions to our service. I have noted Mr B's request for evidence of the NOA being sent and / or received – but that isn't a requirement, so I don't think Lowell have done anything wrong by not being able to provide this. Because of this, I'm satisfied it's reasonable to rely on this NOA as relating to Mr B – and I'm satisfied this NOA means Mr B's account has been passed to Lowell.

This means it's reasonable for Lowell to ask Mr B to repay anything outstanding – and it's reasonable for them to process his data – because they now own the account.

I'm also satisfied there is an outstanding balance of £9,664.92 for Mr B to repay. This is the amount set out in the NOA, and the last statement produced by N showed a higher figure was owed. Somewhere along the way a reduction has occurred – but as that's to Mr B's benefit, I've not explored why.

I understand the credit agreement and statements have been provided to Mr B by Lowell. That's all I'd usually expect a debt company to provide to prove whether the account is owned by the person they're contacting – and the balance they're asking that person to repay.

Here, the details on the credit agreement match what's known about Mr B's details. As I said above includes his name, postal address, date of birth and email address. And the statements (with the same postal address) show an outstanding balance of more than the £9,664.92 Mr B has been asked to pay by Lowell. I'm satisfied this is sufficient information for Lowell to rely on the debt being Mr B's, and to ask Mr B to repay the debt.

Lowell have repeatedly failed to clearly answer his questions yet continue to ask for repayment of the account

Mr B says Lowell have not addressed his concerns in a “*clear and not-misleading manner. Their responses have been deceitful, misleading and unclear.*”

I don't agree. I've reviewed all of Lowell's communications and I think they've been factual in asking Mr B to contact them – and / or offering an explanation of what they do. I've not seen anything to suggest Lowell haven't tried to help Mr B. While they may not have answered every single question he raised, I'm not sure that's necessary given the very high volume of questions he's asked.

I also say that in part because Mr B appears to have a very high expectation of responses from Lowell. He's regularly told Lowell that they've misunderstood his complaint, even in situations where it seems to me that what they've said is broadly similar to what he's said. While things may not be 'word for word' – the overall meaning is the same in my opinion.

I think Lowell have at all times tried their best to answer Mr B's concerns / questions when raised. And even when they have answered Mr B's questions, he's continued to dispute matters in the face of what I consider to be quite reasonable responses.

So, overall, I don't think Lowell have done anything wrong on this point and find it's acceptable for them to continue to contact Mr B asking for repayment of the debt.

Lowell's agents kept hanging up on him

Mr B has said Lowell's agents kept putting him on hold as a ruse and then would hang up on him. He also said Lowell's agents have lied to him.

Without being present at Lowell's offices at the time of the calls, I can't know with any degree of certainty whether Lowell were hanging up on Mr B as he's suggested.

And where the information is incomplete, as it is here, then I need to decide what I think is more likely than not.

Lowell have provided an explanation to say on the particular day they spoke to Mr B, they had technical problems. And each of the agents notes suggest they had technical problems while speaking to Mr B.

While I don't disregard Mr B's testimony, I do have to decide one way or the other – and I think it's more likely than not Lowell were having technical problems on that day. I say that because Mr B has said four separate people hung up on him – and I find it more likely than not four separate people wouldn't act unprofessionally in this way. So, I don't uphold this part of Mr B's complaint – nor have I seen anything to suggest Lowell lied to Mr B.

Mr B would like the full name of the individual at Lowell who decided the debt is owed by him

At various times Mr B has said he wants the name of the individual at Lowell who made certain decisions – such as that there is a debt, and who has verified the accuracy of the alleged balance on the account.

I don't think it'd be reasonable to provide Mr B with this. Any employee operating within Lowell is operating on the instructions Lowell provide. If Lowell had concerns about how this employee was acting, then I'd expect them to deal with it – in the same way any company who have concerns over their staff should.

In any event, I've decided Lowell haven't done anything wrong in this complaint overall – so I'm satisfied there wouldn't be any need to provide the individual's name to Lowell.

Mr B changed the outstanding balance of the debt to the correct amount of zero on multiple occasions, but Lowell ignored this in their communications

On a number of letters, Mr B changed the amount of the debt from £9,664.92 to £0 – saying this was the correct amount owing.

Lowell asked Mr B why he thought the balance was £0.

Mr B sent a Statutory Declaration dated 24 October 2023 in which he confirmed the amount owing of this debt was £0 – this was validated by a solicitor's firm. It's unclear what information was given to the solicitor for them to validate this, so I don't think I can rely on this as fairly showing the balance is £0.

Lowell asked for more evidence Mr B had repaid the balance – and I've not seen he sent in anything like that.

It's unclear to me why Mr B would believe a Statutory Declaration would mean the balance of the account is £0 when – if the balance is truly £0 – he should be able to prove that by providing statement(s) showing the payment(s) to Lowell.

I say that because, for all the reasons I've mentioned above, I'm satisfied this debt is Mr B's. In making that finding, if the balance is £0 then all Mr B has to do is prove he's paid off the outstanding debt. To date, despite being asked for this by Lowell and this being covered in our Investigators outcome, he's not provided that evidence.

In the circumstances, I don't think it'd be fair for me to say Mr B doesn't owe this money – when I've got no evidence to show Lowell have received the amount of £9,664.92 in settlement of the debt.

My final decision

For the reasons I've explained above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 18 June 2025.

Jon Pearce
Ombudsman