

The complaint

Mrs F complains that Lowell Portfolio I Ltd (Lowell) have harassed her in pursuit of debts, she says they haven't proved she owes to them.

What happened

This complaint centres around two different accounts which Lowell have been pursuing Mrs F for:

Debt 1 – a catalogue account opened in 2007.

Debt 2 – a credit card account opened in 2011.

Debt 1 was sold to Lowell in June 2014 with an outstanding balance of £456.37. By the time the complaint was brought to this service the outstanding balance was £358.36 – so some payment was made towards it but it's not clear when that balance reduced.

Debt 2 was sold to Lowell in April 2023 with an outstanding balance of £5,162.94. The last payment that was made towards this account was in January 2022 to the original lender and was for £1 this appears to have reached the account after the sale of it as the current outstanding balance is £5,161.94.

Lowell have been contacting Mrs F about these accounts – trying to get agreements in place to pay them. However, in October 2023 Mrs F sent cease and desist letters to Lowell saying they should stop contacting her about the accounts as she disputed that she owed the money to them.

Lowell believed they had a legitimate reason to contact Mrs F so continued to pursue her for the payments of the debts. Mrs F complained to Lowell saying they hadn't shown she had any contract with them – but they didn't uphold her complaint. Lowell said they had provided Mrs F with the Notice of Assignment (NOA) letters at the times they purchased the accounts and this showed they could legitimately collect the monies owed on them. Mrs F disagreed and so brought her complaint to this service – she specifically said Lowell should provide her with a copy of the deed of Assignment (DOA) to show they own the debt.

Before our investigator began looking at the case Lowell said that given the age of Debt 1 and the fact they didn't have a copy of the credit agreement – and would be unlikely to be able to obtain it – they would be closing that account and would no longer pursue Mrs F for payment towards it. But they still intended to legitimately pursue Mrs F for Debt 2.

Our investigator didn't uphold Mrs F's complaint – in summary they said:

- Only a court can decide if Lowell harassed Mrs F.
- They were satisfied the debt was a legitimate one. Because when a person disputes they owe a debt – we expect the debt purchaser to provide evidence it is owed. In this case Lowell provided Mrs F with a copy of the signed credit agreement for Debt 2.

- A NOA is something a debt purchaser must issue to a person when a debt is purchased. Lowell did this when they purchased Debt 2 and have provided copies of this to both Mrs F and our service. This is evidence enough that they own the debt and are entitled to collect it – there is no obligation for them to provide a copy of the DOA to Mrs F.

Mrs F disagreed – I've summarised her main points below:

- She will not be engaging with Lowell to make payments towards the debt.
- She is entitled to see the DOA if the debt is indeed hers.
- She is a pensioner and is already in financial difficulties and poor health, with arrears outstanding on her priority bills – and so even if she were found to have to pay she has nothing to contribute towards the debt.

The matter has now 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 realise that I've summarised this complaint in less detail than the parties and I've done so using my own words. I've concentrated on what I consider to be the key issues. The rules that govern this service allow me to do so. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

I would like to explain that as Lowell have confirmed they will no longer be pursuing Mrs F for Debt 1 I haven't looked any further into this account.

Validity of Debt 2 and proof that Lowell is the legal owner of it

Mrs F disputes this debt is hers, she hasn't given any basis for saying she doesn't owe the money outstanding other than Lowell can't show she has a contract with them to pay it. But I am satisfied the debt is valid and Lowell are the legal owners of it – I'll explain.

Lowell have provided Mrs F with a signed copy of the credit agreement that was taken out in her name with the original lender back in 2011. This shows there is a valid debt.

Lowell as a debt purchaser have to comply with rules set out in the Consumer Credit Sourcebook (CONC) by the regulator – the Financial Conduct Authority (FCA).

CONC 6.5.2 says:

(1) Where rights of a lender under a regulated credit agreement are assigned to a firm, that firm must arrange for notice of the assignment to be given to the customer:

- (a) as soon as reasonably possible; or*
- (b)....*

In simple terms this means that when they bought the debt Lowell had to send Mrs F a NOA. They did this on 23 August 2023. A NOA is a legal document and is sufficient evidence to show that Lowell are the new legal owners of the debt and so are entitled to pursue Mrs F for

it. There is no such obligation in the rules for Lowell to have to show Mrs F the DOA. As such I'm satisfied, they have met their obligation to Mrs F to prove they own the account.

Harassment

Harassment is a criminal offence as such only a court can make a ruling on this, So I won't be commenting on this. But I have considered if Lowell were acting fairly when contacting Mrs F.

Given what I've said above about the debt being valid and owing I believe Lowell had a legitimate reason for contacting Mrs F, even after she issued her cease-and-desist letter. So, I have gone on to think about the way they have gone about this. Lowell have contacted Mrs F by post and email and having reviewed the contact I have seen – I have found it to be factual and professional in tone. So, it follows I don't think Lowell have acted unfairly when contacting Mrs F about the account.

Bringing all of this together, I'm satisfied the debt is a valid one and is owed to Lowell, and they entitled to pursue Mrs F for payment of it.

That said Mrs F has raised some issues about her health and her financial well-being that may mean she could ask Lowell to consider writing off her debt. I can't see that she has raised this with Lowell previously and so if she wants to find out about this, she'd need to contact Lowell again and provide them with information about her health conditions and financial circumstances – as well as evidence to support what she is telling them (such as the status of her priority debts as she has shown us). If Mrs F does this, and she remains unhappy with Lowell's response, then our service may be able to look into things further.

I realise that Mrs F will be disappointed with this outcome as she feels strongly about it. But my decision ends what we – in trying to resolve her dispute with Lowell – can do for her.

My final decision

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 1 July 2025.

Amber Mortimer
Ombudsman