

## **The complaint**

Mr C complains that Lowell Portfolio I limited (Lowell) won't accept his offer for a repayment plan with him having to share more information with them.

## **What happened**

Mr C had an account with a business I'll call N for the purposes of this decision. At some point the account fell into arrears and N sold the account to Lowell in November 2024.

Mr C tried to set up a payment arrangement with Lowell for £1 per month. Lowell can't accept arrangements through their online portal that are lower than £20 per month. So requested that Mr C provide them with an income and expenditure document (I&E) and provide them with any other information that might be relevant.

Mr C didn't want to provide an I&E. He did tell Lowell he didn't work due to anxiety and poor health but didn't want to elaborate further.

Based on this Lowell refused Mr C's repayment plan request.

Mr C complained to Lowell about this. He didn't understand why Lowell wouldn't accept this as other creditors had done so with the same information provided to them. He also complained that he felt harassed when they text him about the account as he had already been in touch outlining what he could afford. Lowell didn't uphold his complaint and so Mr C brought his complaint to our service.

Our investigator didn't think Lowell had acted unfairly, in summary he explained to Mr C that while he understood that Mr C didn't want to share his personal information with Lowell, not doing so meant Lowell couldn't assess if the payment plan was affordable or sustainable. They also couldn't consider any other options of support they may be able to offer.

He also explained to Mr C that our service can't make a finding on harassment as that is a criminal offence, so he had only considered if the contact had been excessive and he didn't think it had and could see Lowell had removed his phone number from their list once Mr C had mentioned he only wanted to correspond by email.

Mr C disagreed and so the matter 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 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'd firstly like to thank Mr C for sharing the details he has with us about his health, I understand this would have been difficult for him. And I fully accept that he doesn't want to share them with Lowell at this time. That is his personal choice, and I won't be looking to interfere with that. But it would be remiss of me not to explain to Mr C that if he decides to share that information with Lowell, there may be other avenues of support or options that could be available to him.

The basis of Mr C's complaint is that Lowell won't accept his offer of a repayment plan without completing an I&E. He says the offer he has put forward is based on his affordability. And while that may be absolutely correct, I don't think it's unreasonable of Lowell to ask for the I&E. This is because Lowell has a duty to make sure any payment plan, they enter into is affordable and sustainable and the right thing to do for their customer - in this case Mr C. Without the benefit of the information an I&E provides it would be impossible for them to do that.

Mr C has argued that not everything is black and white and there should be some movement here as this is what is right for him. But my role here isn't to tell Lowell how to run their business or to ask them to change their policies. It is to see if they have done something wrong or treated Mr C unfairly. I haven't seen any evidence that they have done anything wrong when dealing with Mr C's request. So, even if I agreed with Mr C that what he is suggesting is right for him, it's not my place to ask Lowell to change how they operate to accommodate that.

Mr C sent the email to Lowell with the offer on 25 November 2024, in this email he explained he wanted to communicate by email only. Lowell sent Mr C two text messages one on 25 November and the second on 28 November. Lowell hadn't yet worked the email Mr C had sent at that stage but when they worked it shortly after this Mr C's telephone number was placed on their stop list – so no further text messages would be sent. I think that is reasonable in the circumstances.

Bringing all of this together, I'm satisfied Lowell has acted fairly when dealing with Mr C's account and I won't be asking them to do anything more to put matters right for Mr C here.

I know Mr C will be disappointed with this outcome. But my decision ends what we – in trying to resolve his dispute with Lowell– can do for him.

### **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 Mr C to accept or reject my decision before 28 July 2025.

Amber Mortimer  
**Ombudsman**