

The complaint

Mr E complains Lowell Portfolio I Ltd have asked him to repay debts he doesn't think he owes at this point.

Another company owned these accounts, but Lowell took over them within the last few years so I'll just refer to them in this decision.

What happened

Mr E has two accounts which Lowell are currently managing.

- Account 1 is a bank account opened with a company I'll refer to as L.
- Account 2 is a lending account with a company I'll refer to as P.

As I understand it, Lowell contacted Mr E on multiple occasions asking him to get in touch – before then saying if he didn't they'd potentially take legal action against him. Mr E then complained to Lowell about the two accounts.

In respect of account 1 Mr E says this is statute barred, and the figure of £1,056.29 they were asking him to repay was wrong. Mr E wants Lowell to contact L to gather information about the account, along with fees, charges and payment information.

In respect of account 2, Mr E says he made all three payments he was required to under the credit agreement so didn't owe anything to Lowell.

Mr E was also unhappy at Lowell saying they'd take legal action against him.

Lowell said:

- Account 1 had payments made to it by Mr E in 2020 and 2021 – so it wasn't statute barred and remained valid and owing. In addition, due to the time that's passed they couldn't request the information Mr E had asked for, and said he could submit a Subject Access Request separately.
- Account 2 was a lending account with two repayments due of £93.33 per month, with one month at £93.34, and the total due of £280. Lowell said only one payment was made (on 26 August 2023 of £93.33), meaning September and October's payments weren't made.

Unhappy with Lowell's response, Mr E asked us to look into things.

One of our Investigators considered things. She ultimately found Lowell were acting fairly in asking Mr E to repay the debts, but felt Lowell should have contacted L when he asked them to. She recommended Lowell now contact L and say sorry for the delay in getting in touch.

Lowell didn't accept this – saying they've got no grounds to raise this with L given they have enough information to answer any allegation about the account being statute barred.

As an agreement couldn't be reached, the complaint's 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 think it's important to firstly explain I've read and taken into account all of the information provided by both parties, in reaching my decision. I say this as I'm aware I've summarised Mr E's complaint in less detail than he has. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. 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. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint.

Account 1

Mr E has raised concerns that the balance of the account isn't right, and that it's statute barred – so he doesn't think Lowell should be asking him to repay it.

Lowell say the account isn't statute barred because two payments were made to the account within the last six years and as such the balance is correct and owing.

Mr E does appear to be suggesting the balance is wrong *because* it's statute barred. Only a court can decide whether an account is statute barred or not, all I can do is determine if Lowell are acting fairly in asking Mr E to repay this account.

The Financial Conduct Authority (FCA) are the financial services regulator. In their Handbook they've set out certain rules – which includes the Consumer Credit Sourcebook (CONC).

CONC 7.15 relates to statute barred debts, and CONC 7.15.1 says:

A debt is statute barred where the prescribed period within which a claim in relation to the debt may be brought expires. In England, Wales and Northern Ireland, the limitation period is generally six years in relation to debt. In Scotland, the prescriptive period is five years in relation to debt.

And CONC 7.15.2 says:

In England, Wales and Northern Ireland, a statute barred debt still exists and is recoverable.

So, even if a debt is statute barred – which as a reminder I can't decide – it's still something that Lowell can ask to be repaid. And given payments were made within the last six years, as Lowell said, I'm not persuaded they've acted unfairly in asking him to repay it.

But, I do agree with our Investigator that Mr E explicitly asked Lowell to get evidence of the account from L, and they said it's unlikely L has anything but Mr E can contact them himself if he'd like to.

Lowell's explanation for not getting this information seems to be that they think L won't have it. That's entirely possible, but I don't think that means Lowell should refuse to ask – as I don't think they can know with any certainty if L don't have Mr E's information without asking. I'll come back to this at the end.

Account 2

Mr E says this lending account with P was fully paid off.

Lowell says only one payment was successful – and although there were two other payments both of those were returned unpaid from Mr E's bank so this is still an outstanding balance.

Lowell have provided evidence to show two payments were returned – and as such they didn't go through successfully to repay the debt. With that in mind, I think Lowell are acting fairly in asking him to repay this debt as well.

Remaining issues – and summary

I'm aware Mr E also had concerns over the content of Lowell's letters – and he wasn't happy with the suggestion they might seek legal action.

As I've decided above, Lowell are acting fairly in asking Mr E to repay both debts. I can see from their records they'd contacted Mr E on a number of occasions before he replied. In the circumstances, although I appreciate dealing with such correspondence isn't pleasant, I can't fairly say Lowell's frequency or tone of letters is inappropriate. And up to the point Mr E didn't reply, Lowell were simply notifying him of the next action they may take if he doesn't get in touch.

So, I don't uphold the substantive part of Mr E's complaint, but I do think Lowell need to contact L to ask for the information about account 1 – and say sorry to Mr E for not doing so earlier.

For Mr E's benefit, it's possible L won't have any information, and if that's the case as long as Lowell asked then they'll have done what I thought they needed to.

My final decision

I partially uphold this complaint and require Lowell Portfolio I Ltd to:

- Contact L regarding account 1 to gather any information L may have
- Say sorry to Mr E for not previously contacting L with his request

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 7 August 2025.

Jon Pearce
Ombudsman