

The complaint

Ms S complains that Lowell Portfolio I LTD (Lowell) are unfairly pursuing her for a debt she disputes owing.

What happened

Ms S' complaint centres around a current account that she had with a business I'll refer to as Bank. Ms S says she closed the account with Bank in January 2020 following some issues she had experienced with it.

Bank sold the account to Lowell on 23 August 2023, with an outstanding overdraft balance of £1,389.75. Lowell sent Ms S a Notice of assignment letter (NOA) in September 2023 confirming this.

Lowell then wrote to and emailed Ms S trying to make contact with her in order to set up a repayment plan for the money they say is owing. Ms S didn't respond to any of the contact until 30 January 2024 when she wrote to them to let them know she disputed owing anything and asking them to close the account.

Lowell replied to Ms S providing more details of the account in hope that would help her to recognise the debt. Ms S then said that Lowell were harassing her and hadn't proven her liability towards the alleged debt. At this point Lowell reached out to Bank for more information. They provided Ms S with statements of the account showing how the debt had accrued. Ms S remained unhappy and so referred her complaint to our service. When doing so she explained the problems she had had with Bank.

Our investigator didn't uphold Ms S complaint; in summary they said Lowell:

- had complied with Ms S request to show the debt was owed
- placed holds on collection while they were looking into the dispute for Ms S, as we would expect
- hadn't contacted Ms S excessively

Ms S didn't agree and so asked for an Ombudsman to review things. She felt that the detail of how the account was closed with Bank was key and said she had evidence by way of correspondence from Bank that showed she didn't owe the money.

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. If I've not reflected something that's been said in this decision, 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.

Ms S main aim here is to stop Lowell from contacting her as she believes she doesn't owe any money to them. So, what I need to decide is if Lowell have acted fairly when contacting Ms S about this debt and if they are being reasonable if they continue to pursue her for it.

When Lowell purchased the account in 2023, they were entitled to rely on the information from Bank that the debt was valid and owing and free from dispute. Once a debt is purchased, Lowell are required to send a NOA, which they did in this case.

As they didn't hear from Ms S they wrote to and email her across the ensuing months trying to make contact. Between September 2023 when they sent the NOA and the end of January 2024 they sent a total of seven letters and twelve emails, although most of the emails didn't seem to reach Ms S as they were blocked.

When Ms S first wrote to Lowell to dispute she owed the money, she didn't provide Lowell with much detail, other than saying she didn't owe the debt. I appreciate that Ms S thought Lowell were ignoring her dispute, but given the lack of detail I think it was reasonable for them to assume at this point she didn't recognise the account and to provide her with more information about it.

When she came back to Lowell and disputed it further, Lowell approached Bank. Lowell passed on the statements Bank provided to Ms S, showing how the balance had accrued. Again, I think this was a reasonable thing to do and is in line with the rules Lowell are bound by.

Ms S has told Lowell and this service she has evidence supporting that she doesn't owe the money but that she doesn't have it to hand as it is in storage. As Ms S hasn't been able to provide the evidence she speaks of, I think it's reasonable for Lowell to rely on the information they have been given by Bank about the debt. And I'm satisfied they have done what they needed to show the debt is valid and owing by Ms S. So, it follows, I think they are acting reasonably when pursuing her for it.

Ms S raised a point that Lowell have been harassing her. I am unable to make a finding on harassment as this is a criminal offence so is reserved for the courts. However, I think the way Ms S has positioned her complaint relates more to the fact that Lowell are contacting her for a debt she doesn't believe she owes. But for the reasons I've already gone into, I'm satisfied they are acting fairly in pursuing her for the debt. For completeness though I have looked at the contact Lowell have made and see if it is excessive in volume or threatening in tone. Having done so I found it to be neither. As I noted above Lowell attempted contact via letter and email a total of nineteen times across a five-month period, and not all of those emails reached Ms S so I don't think the volume was excessive and from what I have seen the the correspondence has been professional and polite in tone.

I know Ms S will be disappointed with this outcome. But my decision ends what we – in trying to resolve her dispute with Lowell – can do for her. Having said that if she is able to find the evidence she speaks of that shows she doesn't owe the debt, she could pass this to Lowell and or Bank to review and see if it changes things.

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 Ms S to accept or reject my decision before 19 September 2025.

Amber Mortimer
Ombudsman