

The complaint

Miss W complains Lowell Portfolio I Ltd are:

- Asking her to repay an amount of debt which is wrong
- Wrote to an address after she'd asked them not to
- Requested a Subject Access Request (SAR) which wasn't completed in time or correctly

What happened

I issued a provisional decision setting out what'd happened, and what I thought about that. I've copied the relevant elements of this below, and they form part of this final decision.

My understanding is the debt was formerly an overdraft account with a bank, which was sold to a debt purchaser I'll call H, before H were taken over by Lowell.

Miss W raised her concerns about Lowell's conduct to them.

In response, Lowell said:

- *They could see she's previously disputed the balance with H, who sent her statements to say the account balance was correct and owing.*
- *They listened to the calls on 5 May 2023, 30 May 2023, 25 July 2023 and 11 September 2023. Lowell said on the first three calls Miss W didn't complete their security questions, so they couldn't discuss anything with her. And on all four of the calls, she didn't tell them an alternative address to contact her at. So, although they can note her email as her preferred method of correspondence, some letters being sent is a legal requirement.*
- *As Miss W didn't confirm her security details until 11 September 2023 they couldn't raise the request for the SAR earlier. And it was sent to her 23 October 2023.*

Overall, Lowell didn't think they'd done anything wrong.

Unhappy with this, Miss W asked us to look into things.

One of our Investigators did so. She found there was no evidence to suggest the balance was incorrect, she did find Lowell shouldn't have written further letters to Miss W after she'd told them not to, and didn't think we could look at the SAR issues. Overall, she recommended £200 in compensation.

Lowell accepted this, but Miss W didn't. She explained the letters going to her old address caused her significant mental health issues, because it was her ex-partners address and it caused problems for her with them. Miss W also thought we should be able to consider the delay in the SAR being provided – so the complaint's been passed to me to decide.

What I've provisionally 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.

Asking her to repay an amount of debt which is wrong

Miss W says the balance Lowell are asking her to repay - £812.90 – is wrong.

Lowell say they've provided enough evidence to show the balance is correct.

Lowell's records show the original amount of the debt at the point it defaulted was £1,512.90. At the point of an account defaulting, typically interest and charges are frozen. So, I wouldn't expect the balance to increase, I'd now only expect it to decrease due to payments being made towards the debt.

Lowell have provided an internal screenshot showing H bought the account in December 2006 – and at that time the outstanding balance was £1,157.90. I don't have evidence to show repayments between the account defaulting and this time – but given the years that have passed I don't find this surprising and wouldn't expect Lowell to have this.

Lowell have provided a screenshot showing payments being made from 30 March 2017 to 1 February 2023. Each payment made was for £5, and payments weren't made every month – but seem to have reduced the balance to £812.90.

I say this because in the Notice of Assignment (NOA) transferring the account from H to Lowell, the balance of the account is showing as £812.90. The NOA is dated 28 April 2023 – so after the last evidence I've got of any payments being made to the debt.

Given all of the above, the amount of £812.90 is broadly what I'd expect to be showing as the outstanding balance – and there isn't anything obviously wrong with this figure.

Miss W says the amount of the outstanding debt should be around £200. Our Investigator asked her to provide evidence of this, and she said "I can't obtain evidence for debt amount and it's their job anyway not mine (though I have tried) and until they can prove to me I owe what they claim (I know I don't) then I've told them I won't be paying it."

I have also noted Miss W's comments that she's tried to contact a bank to get evidence of having paid off the debt but is having trouble doing so. Miss W would be entitled to raise a complaint to her bank if she's unhappy with the service they've given her.

Miss W also feels Lowell should have to provide a copy of the credit agreement – but given the agreement was an overdraft, this isn't a requirement. That's because in most cases people don't sign a separate overdraft credit agreement.

In the circumstances, I'm satisfied Lowell have shown that a debt was due, have shown some repayments have been made towards it, but that it remains outstanding. Based on the evidence I've seen nothing to suggest that the amount of £812.90 is wrong.

I don't uphold this point of Miss W's complaint.

Wrote to an address after she'd asked them not to

Miss W has provided evidence to show Lowell were aware she didn't want them writing to her old address – because her ex-partner lived there. Miss W has told us of the difficulties this has caused her. I won't explain them in detail, as my final decision is published on our website, but I want her to know I've taken into account what she's told us.

Lowell say they couldn't make any changes on Miss W's account until she'd passed security – which didn't happen until 11 September 2023. And they said they need a current postal address for their customers.

Our Investigator found Lowell had issued three letters to the old address of Miss W after she'd passed security – which didn't need to be sent by post – and awarded £200.

Lowell accepted this outcome, so I don't think I need to consider further if they've made an error, but Miss W didn't think the compensation was sufficient due to the impact on her.

I'll come back to this at the end.

Requested a Subject Access Request (SAR) which wasn't completed in time or correctly

Miss W says Lowell accepted her SAR on 11 September 2023, but didn't provide it until 23 October 2023 – which is outside of the 30-day timeframe the Information Commissioner's Office (ICO) allows for processing SARs. Miss W also mentioned Lowell didn't provide phone calls – but hasn't said if Lowell have given a reason for why they didn't.

Lowell agrees with the timeline and have only said they couldn't identify Miss W before this.

As a starting point, I'm aware our Investigator said we couldn't look at this, but I'm satisfied actually our service can look at the failure to provide the response within the 30-day period.

Lowell not having completed the SAR within the allotted time isn't in dispute – so I'll be upholding this element of Miss W's complaint.

When responding to our Investigator's view, Miss W hasn't mentioned the phone calls. If Lowell can provide the calls, then they should do so – if they can't, then I'd expect them to explain why to Miss W. It's possible Lowell have told Miss W they didn't have them / couldn't provide them. That isn't something I'd be able to challenge but is something she could raise to the ICO. The reason for this is because whether a company has complied with a SAR or not is the provision of the ICO rather than something I can formally decide.

Putting things right

Overall then, I'm partially upholding this complaint, specifically:

- *I think Lowell's actions in continuing to send letters when they could have emailed Miss W has caused her distress*
- *Lowell didn't comply with the 30-day period in which to issue the SAR*

For these issues, I'm currently planning to say Lowell should pay Miss W a total of £350.

I'm also currently planning to give a direction for Lowell to either:

- *Provide all phone calls they're required to under a SAR to Miss W – if they haven't already*
- *Explain to her why they can't – if they haven't already*

Both parties can clarify the position regarding the phone calls when replying to this provisional decision – and where possible they should provide evidence to prove their point.

Responses to my provisional decision

Miss W replied and said she'd not received anything further from Lowell, nor any reason why they didn't provide the phone calls – but accepts the matter has been dealt with as best we can, so accepts the provisional decision.

Lowell replied shortly afterwards, and said they accepted my outcome, and steps have now been taken to provide the phone calls to Miss W.

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'd like to thank both parties for their prompt response to my provisional decision.

I'm pleased to see Lowell have accepted they are able to provide calls to Miss W and are in the process of doing so.

Given both parties ultimately accepted my outcome, I remain of the opinion that £350 compensation plus a copy of the phone calls Miss W is entitled to is a fair outcome.

Putting things right

Overall then, I'm partially upholding this complaint, and think Lowell need to:

- Pay Miss W £350 compensation
- Provide Miss W with all phone calls she's entitled to under a SAR (which they've now said they'll do)

My final decision

I partially uphold this complaint and require Lowell Portfolio I Ltd to carry out the actions in the 'Putting things right' section of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 10 July 2025.

Jon Pearce

Ombudsman