

The complaint

Mr H complains Lowell Portfolio I Ltd are asking him to repay debts which he says have incorrect balances. He's also unhappy Lowell haven't answered his request for the accounts to be written off.

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.

Mr H had two accounts which unfortunately fell into arrears.

An account with C, opened on 22 March 2001, defaulted on 24 March 2020 and was purchased by Lowell on 7 October 2021. According to the Notice of Assignment (NOA), the balance at the time of the purchase was £2,513.10.

An account with L, opened on 24 December 2002, defaulted on 30 August 2022 and was purchased by Lowell on 20 September 2022. According to the NOA, the balance at the time of the purchase was £9,267.39.

Mr H says on 19 June 2024 he complained to Lowell because he believed the balances were incorrect and he'd paid back the capital borrowed plus a substantial amount of interest. After chasing on 8 July 2024 Mr H says he eventually got a response – dated 3 July 2024 but not sent until 3 August 2024 to say they couldn't get the statements so he'd need to contact the original lenders. Mr H says he contacted Lowell again on 6 August 2024 to say that wasn't right – and then chased on 4 October 2024 as he hadn't received a reply. Two weeks later Lowell replied with a complaint response, but Mr H says they just reiterated the same reply. Mr H responded 22 October 2024 making an offer to resolve the debts but never received a reply. Mr H says the accounts are unenforceable without a copy of the credit agreement and statements of account.

In Lowell's first reply on 3 August 2024 they said due to the age of the accounts they can't provide copy agreements. They suggested Mr H do a Subject Access Request (SAR) to C and L to get the agreement. Lowell said the same regarding the statements – saying 'we are unable to provide certain information due to data protection' – so suggested Mr H again contact C and L for the statements by doing a SAR. They also said they couldn't locate any occasions where they hadn't replied to Mr H. Overall, they didn't uphold his complaint.

In Lowell's second response on 18 October 2024 they noted Mr H's first complaint point as being unhappy they couldn't provide him with the credit agreement and statements – meaning the account was now unenforceable. In response, Lowell repeated their request for Mr H to contact C and L with a SAR. They didn't reply to the unenforceable element. They couldn't track any unprofessional replies to Mr H, and if he wanted his accounts written off then he needed to complete an income and expenditure form with them – which he hadn't. But, Lowell noted Mr H was in a Debt Management Plan (DMP) so they shouldn't be contacting him but had been. They upheld this element and sent him a cheque for £30.

Unhappy with this Mr H asked us to look into things. As part of our standard process, we asked Lowell for their version of events.

Lowell explained their position in detail, saying they'd provided Mr H with full copies of the statements from C but couldn't provide either credit agreement – and in summary said:

We should have provided the copies of account statements from L and failed to do so. Also, we missed clear opportunities to tell Mr H that any challenges to validity of the debts due to the interest charges involved solely involve the actions of the original companies. So if he wants to pursue disputes against the outstanding balances further (which have been static/never increased under ownership with Lowell) he will need to address these solely with the individual companies.

So in view of these omissions, I can't find grounds to agree to the write-off requests but will offer £150.00 compensation and an assurance that we will comply with the outcomes of any dispute/complaint raised against the original companies.

One of our Investigators ultimately concluded the £150 offer was sufficient to resolve the issues Mr H had experienced in this complaint.

Mr H didn't agree. In summary he said:

- He didn't receive any statements from Lowell about C when Lowell said they were sent.*
- The statements later provided for C don't show any payments which is incorrect.*
- On the account with L the statements only include a short period of time and end in 2022.*

Mr H reiterated his concerns the balances on the accounts were incorrect and asked for the matter to be referred. 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.

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 H'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.

Lowell's responsibility to provide information

Mr H is right, Lowell do have a responsibility to provide a copy of the credit agreement and evidence of how the balance accrued when asked. But, that responsibility is defined in the Financial Conduct Authority's (FCA) Consumer Credit Sourcebook (CONC).

CONC 13.1.2 says:

(1) The FCA takes the view that sections 77, 78 and 79 of the CCA should be read in a way that allows the borrower or hirer to obtain the information needed in order to be properly informed without imposing unnecessary burden on firms.

(2) The statement referred to in the relevant section must be prepared according to the information to which it is 'practicable' for the firm to refer. In the FCA's view, this means practicable at the time of the request and includes information which can reasonably be obtained from third parties.

(3) Firms should take steps to ensure that information is preserved and kept available to be used to give information to a borrower or hirer.

When debt purchasers buy a debt, they don't typically ask for all of the information a consumer may later request under sections 77-79 of the Consumer Credit Act 1974 – nor are they required to do so.

That means when Mr H made his request for this information, Lowell did need to contact both C and L to get it.

In those circumstances, Lowell are somewhat at the mercy of how quickly both C and L reply to them – and what information they give. Naturally, if C and L don't provide the information to Lowell, then they can't give it to Mr H.

So, I've looked at the request and exchanges between Lowell and C, and Lowell and L.

Lowell provided this Service with screenshots to show they'd made the request. They said this then went through a back office system to make the requests electronically – which the contact said they didn't have access to. They added due to the clear and obvious length of time since the accounts opened, when making the request Lowell didn't ask for copies of the credit agreements.

As a starting point, I find it disappointing Lowell didn't go and get the back office information – as I explicitly asked for copies of all communication so I could see exactly what had been asked and what the replies were.

I've decided not to pursue this further, on the basis I'm now satisfied Lowell haven't treated Mr H fairly on this point.

In respect of the credit agreements, I take Lowell's point that these accounts having both opened over 20 years ago means it's extremely unlikely C or L have the original copy of the credit agreement. But, C and L may be able to provide a reconstituted agreement which is acceptable when someone makes a request under this part of the law. I can't see a justifiable reason why, when Lowell are asking for statements anyway, they wouldn't include a request for the credit agreements. I also think it feels a bit unfair to not ask for copies of the agreements because there is no way C or L have them, but then suggest Mr H does a SAR to try and get them. It's hard to see the logic here. I'll come back to this at the end.

In respect of the statements again I can't see precisely what Lowell have asked. I know Mr H now has the statements from C – but only two years worth from L. I can't see precisely what L provided, nor can I see if Lowell challenged this. Given it's unusual to only provide two years – as most banks have records going back six years – I don't think it'd have been unreasonable for Lowell to have challenged this when Mr H got in touch. Again, I'll come back to this at the end.

I have noted Lowell's comments they're not required to provide this information – and they've sought legal advice on this point. I can't decide if legally Lowell would be exempt

from providing this information – but I can say I think on a fair and reasonable basis Lowell should have to provide this information when challenged. Typically the challenge comes in the format of a dispute over the ownership of the debt. That isn't Mr H's dispute, but I still think it's fair and reasonable to say Lowell have to get this information – and treat Mr H fairly in the process of doing so.

Dispute over the balances owed

Mr H says he's repaid more in capital and a substantial amount of interest on both accounts, so they should either be written off or reduced.

My interpretation of Mr H's comments is that he believes it's right for the balances to be written off because he's repaid more in capital than he borrowed. I'm sorry if that interpretation is wrong – but I did just want to cover this isn't correct.

Lowell as a debt purchaser aren't responsible for how the balance accrued – that can only be the original lenders C and L.

I've noted Mr H's comment that he's contacted both C and L regarding the balance. And, at the time of his email at least, hadn't heard back from them. If he'd like to, he can bring complaints to our service about them – but that's up to him of course.

Ultimately, unless there is anything 'obvious' Lowell are entitled to assume the balance outstanding and told to them by the lenders when the account is assigned is correct.

I do though agree with Lowell's belated comments they should have told Mr H this far earlier in the complaint process.

Provision of the statements once received

Mr H says he was never sent either set of statements before contacting our service.

Lowell say they emailed Mr H the statements from C on 20 August 2024, but forgot to send him the statements from L.

Lowell's internal systems show the email address used on 20 August 2024 to send C's statements is different to the one we have on our systems. I've asked our Investigator to share with Mr H what email address was used so he can provide his comments on this when responding to this provisional decision.

We've now explicitly asked Lowell for a copy of the email they sent to Mr H – which they've said they can't provide because their systems don't keep a copy. This isn't entirely unusual, so I don't think it's wrong of Lowell to not have a copy of the email.

I've looked at their system notes – this does suggest the email was sent. Where I have incomplete or contradictory evidence, as I do here, I have to decide what I think is more likely than not taking into account the evidence I do have.

Mr H has told us he didn't get the email. I can't see any reason why he'd say that given its information he's asked for. Lowell has told us they did send the email.

Lowell's screenshot doesn't suggest there were any issues – so I do think it's more likely than not they sent the email. Why it wasn't received I can't know, but I can only hold Lowell responsible for something if I think they've made an error.

Write off request

Mr H has asked for his debts to be written off due to his health and how these debts make him feel.

In response, Lowell have asked Mr H to complete an income and expenditure form but say he hasn't done so.

I can see Lowell haven't actually considered this yet. But I think Lowell could have been far more helpful in their responses. On 22 October 2024 Mr H asks about his debt being written off – and Lowell's reply on 30 October 2024 tells him to complete an income and expenditure form and to email it back. But it doesn't tell him how to do this – no attachments or information about what to do – which I find rather unhelpful.

Until he's done that, Lowell won't consider a write off request – so once he has, if he remains unhappy with Lowell's response, Mr H will be able to raise another complaint. But, I'll come back to this issue at the end to say how I think it needs to be put right.

Unenforceable

Mr H has suggested because Lowell can't provide the credit agreements for either account, they're unenforceable.

Our service can't decide this, but my understanding is Lowell can choose to treat an account as unenforceable. I have noted Mr H asked Lowell to answer this, and they never did. So, I arranged for us to put this to Lowell and asked for a reply as well. They said they can't offer an opinion on a legal matter.

I find that unusual, as many debt companies do treat accounts as unenforceable when – for example – no copies of credit agreements can be provided. But, as I've said, this isn't something I can decide so there is little more I can say here.

Contact with Mr H

As far as I can tell, Mr H has always been in a payment plan with Lowell for these debts – as he was in them when Lowell took them over.

This means generally I wouldn't expect Lowell to have contacted Mr H – which is something they have acknowledged they did and shouldn't have done.

And I also need to factor in at times Lowell's responses haven't been as helpful and supportive as I'd expect them to be. I can see in Lowell's complaint responses they say to Mr H they can't provide copy agreements – but I can't see they've told him they didn't ask. They didn't query the provision of statements with L when Mr H raised it – based on what they've provided to me – when I think they should have.

Putting things right

I think Lowell have failed Mr H on a number of occasions:

- *They didn't ask for a copy of the credit agreements*
- *They've told Mr H they couldn't get them because of the age – but seemingly didn't tell him they hadn't asked*
- *Didn't challenge the statements from L when Mr H got in touch*
- *Delay over explaining how to challenge the balances*
- *Generally poor communication*

In thinking about Mr H's complaint holistically, it's clear there are a number of areas where Lowell could have improved their handling. I also think Lowell need to contact Mr H directly with clear instructions on how to make a write off request – as his previous requests haven't been responded to properly. And I think Lowell need to go back to C and L to ask both for copies of the credit agreement – and to ask L for any other statements. It's entirely possible C and L will say they can't provide copies of the credit agreement – but Lowell should be asking the question rather than making an assumption. In total I think £400 compensation is fair – this is the total figure, so is inclusive of the £30 cheque and £150 Lowell previously offered.

Responses to my provisional decision

Lowell replied and in brief said:

- Statements with L – the statements end in August 2022 which is when the default was registered. We wouldn't expect any more statements after this. And they asked for statements from August 2021 as proof of the debt, as they didn't think it reasonable to ask L for all statements.
- Write off request – they don't have a specific process so can't do what I've set out.
- Credit agreements – they're glad to see I agree it's unlikely L or C will have them, so they still don't think they've done anything wrong.

Mr H replied and in brief said:

- He was pleased I'd said he didn't receive documents
- He hopes Lowell provide him with the details I've said he's entitled to

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.

In respect of the points Lowell have made:

- Statements with L – I've noted Lowell's comments, and thank them for confirming they end in August 2022 because of the default. But, I remain of the opinion Lowell should have asked L for all the statements they could provide. In doing so, they'll then done as much as they can to fulfil Mr H's request.
- Write off request – I've noted Lowell don't have a policy set out. So, instead, I'll simply ask them to write to Mr H for whatever information it is they require to consider whether to write off his account or not.
- Credit agreements – I do agree with Lowell it's unlikely L or C will be able to provide one. But, the key point here is Lowell can't know that for certain. I'd expect Lowell to ask L / C the question, and if L / C can't provide the agreement then Lowell couldn't do anything more. But, by not asking the question, they've left the possibility open L or C could have a copy of the credit agreement – or they choose to provide a reconstituted one – which then impacts Mr H unfairly.

I think the key element where I think Lowell needed to do more here for Mr H was recognise he was asking legitimate questions. If Lowell put those requests over to the lenders in full, and then provide everything they're given, in most instances they'll have done everything they can. Here, by not asking for everything Mr H wanted, I can't be satisfied he's received everything available.

Mr H hasn't said he disagrees with any of my thoughts, so I don't need to add anything further here.

My final decision

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

- Contact C and L for copies of the credit agreements.
- Contact L about any additional statements / an explanation for why the statements end when they do.
- Send Mr H a clear update when they hear from both parties.
- Proactively contact Mr H and provide clear instructions on what information they need from Mr H to do to ask for his debt to be written off
- Pay Mr H a total of £400 compensation – any amounts already paid can be removed from this figure.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 23 October 2025.

Jon Pearce
Ombudsman