

## **The complaint**

Mr J complains Lowell Portfolio I Ltd are chasing him for a debt he says is statute barred.

## **What happened**

Two accounts in the same name as Mr J were sold to Lowell by a company I'll refer to as H on 27 April 2023. I understand both accounts were defaulted in 2016, so the defaults will have expired by the time Lowell took on the accounts.

Mr J says the two accounts with H are statute barred, and when challenged Lowell provided statements showing transactions being received on an account and then forwarded on to Lowell. Mr J says he never made these transactions and the account in question was closed in September 2016. Mr J says he didn't open a new account until 2019, and no payments towards the debts Lowell are asking him to repay have come out of this new account. So, Mr J complained about these two accounts with H.

Lowell said they weren't statute barred. For both accounts Lowell said the last payment received was £44.88 on 17 December 2021 at the point of purchase, but they'd continued receiving payments since. Lowell said given the information provided the accounts weren't statute barred – as this only happens on the later of six years after the account being defaulted, or six years after the last payment. Lowell also said H had told them Mr J had raised a complaint for poor service in 2021. Overall, they didn't agree the accounts were statute barred and didn't think they were doing anything wrong in asking Mr J to repay them.

Unhappy with this Mr J asked us to look into things.

One of our Investigators did so, and found Lowell hadn't done anything wrong.

Mr J didn't accept this, and having contacted H found out that payments for him had continued to be made into one of the closed accounts with H – and it seemed these were automatically being passed on. Mr J said this should mean Lowell have to provide clear evidence of what they're asking him to repay now.

Our Investigator explained this would have to be a new complaint and ultimately arranged for Mr J's case to be passed to me to decide as he didn't accept the outcome.

## **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 explain I've considered all of the information provided by both parties in reaching my decision. If I've not reflected or answered 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.

I can't decide if a debt is statute barred, only a court can do that. What I can do is consider whether Lowell have treated Mr J fairly during his dispute with them.

I won't go into the full history of what's happened, as our Investigator covered that – instead I'll say having reviewed that history I can see Lowell responded fairly to each contact Mr J made.

I say that because initially Mr J was saying the accounts are statute barred. But, to evidence this, Lowell contacted H to gather a transaction list to show when payments were being made to them.

I appreciate Mr J doesn't think the transaction list is sufficient, but I'm satisfied it's enough to show payments were continuing to be made towards the account. I can see Mr J says these weren't payments made by him – they were credits received into the account from another party which were then forwarded on. Whether this makes a difference to the statute barring point Mr J is making I don't know – because only the court can decide that.

Everything I've seen suggests these two accounts were Mr J's before being sold to Lowell. I say that in part because the payments being made to the account by the other party is something Mr J seems to accept are payments due to him. He's explicitly said he forgot to tell the other party of a change in bank details.

In the circumstances, as the accounts seem to belong to Mr J, he's not explicitly disputing to Lowell they're not his accounts, and he's accepted some payments being made to the account formerly were his – then Lowell have enough to reasonably believe Mr J owes the money outstanding.

It's clear from Mr J's investigations that he's now discovered payments have been made towards the debt – and he's got queries over how much is currently owed. I realise it may come across a bit unnecessary – but as our Investigator said Mr J would need to raise a new complaint to Lowell about this. The Financial Conduct Authority sets out the complaint handling rules in the Dispute Resolution (DISP) Handbook. And DISP 1.6.2 allows Lowell up to eight weeks to address any new complaints before our service could potentially get involved.

### **My final decision**

For the reasons I've explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 11 November 2025.

Jon Pearce  
**Ombudsman**