

## **The complaint**

Mr S complains that Lowell Portfolio I LTD (Lowell) didn't properly deal with his request to write off two debts they were pursuing him for.

## **What happened**

Mr S has two accounts with Lowell, which they purchased from the original lenders. The first account is a credit card account with an outstanding balance of £545. The second account relates to a mobile phone contract with an outstanding balance of £300. Lowell obtained a County Court Judgement (CCJ) for this account in February 2020.

I recently issued a decision explaining the second account falls outside of the jurisdiction of this service. As such in this decision I will only refer to the first account which was a credit card account.

Mr S contacted Lowell in May 2023 asking them to consider writing off the debt due to his health conditions. Lowell responded to this asking for further information about Mr S' health and financial situation. Mr S responded to that email in August 2023 including photographs of his medication and a file that Lowell was unable to open.

Prior to this Mr S had made a complaint about a phone call he'd had with Lowell and while investigating it Lowell placed the account on hold. Because of the hold, the August 2023 email wasn't responded to by them.

In January 2024, Mr S contacted Lowell to say they hadn't responded to him. Lowell told him they had responded at the time, but that was an error on their part as they hadn't. They asked Mr S again at that time for more information about his circumstances.

There was some contact between the two parties in June 2024, but this also didn't move the request forward as Lowell still weren't provided with the information, they required to consider the write off request. Mr S had said within that contact he was finding the matter stressful, that Lowell had continued to contact him during the period he had asked for the debt to be written off, and he thought the account should have been placed on hold once he had made the request. Because of this Lowell decided to deal with the matter as a compliant.

They didn't uphold it, they said they had continued contact as their requests for information hadn't been satisfied. Mr S remained unhappy with this and brought his complaint to our service. At the same time, he told Lowell, he was unable to complete the forms for the information they were requesting due to his condition.

Based on what Mr S said at that time Lowell decided to close the account and cease contact with Mr S about it. But Mr S still wanted us to consider his complaint.

Our investigator thought there had been some service failings but felt that compensation wasn't due as Lowell had written off the debt of £545.

Mr S didn't agree he has said he feels Lowell:

- Failed to make reasonable adjustments for him
- Harassed him as a vulnerable person, when they contacted him between May 2024 and June 2024 when his complaint was live.
- Mismanaged evidence, as they said they had responded to the August 2023 email when they hadn't

He would like between £200 and £500 compensation for this.

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.

I'd like to start by thanking Mr S for sharing his personal medical details with us as I know this isn't always an easy thing to do.

I think it'd be useful to explain here, there is no obligation on a business to write off a debt because someone has a medical condition. But they must fairly consider any request that is made to them to do so.

When Mr S contacted Lowell, they were willing to consider his request but needed more information from him to be able to do so. The information they needed to consider his request was not only about his medical circumstances but also his financial circumstances. This isn't unusual as there are many people who have medical conditions that don't affect their financial circumstances. So, I don't think it was unreasonable for Lowell to ask for these. I can see that Mr S did try to provide medical information at one point, but that Lowell weren't able to open the file he sent to them. I can't see that he ever provided any financial information to them. Based on this I can't fairly say they acted unfairly in initially declining Mr S' request.

Mr S has said they failed to make reasonable adjustments for him, but I don't agree. Mr S did tell Lowell about his personal circumstances but didn't ask for any adjustments to meet his needs other than to write off the debt, which as I've already explained they weren't obliged to do. The first time Lowell had the opportunity to provide a reasonable adjustment to Mr S was when he told them in February of this year that he couldn't complete the income and expenditure forms because of his condition. This was when they made the decision to write off the debt. I think this was more than reasonable as they could have asked him to provide the information in a different way, over the phone for example or via a representative. I can also see that at times throughout 2023 and 2024 Lowell passed Mr S' account to their additional support team, but when Mr S didn't engage it was passed back to their normal collections area. I appreciate Mr S will have found it difficult in those times to engage, but I'm satisfied Lowell were trying to make it as easy as possible for him throughout.

Mr S has said that Lowell contacted him between May and June 2024 asking for payment of the debt, while his complaint was ongoing. I can't see there was a live complaint ongoing

during that time. From the evidence provided of Lowell's account notes there were two complaints made by Mr S, one in July 2023, during which his account was on hold until the complaint was answered in September 2023. And the second was raised in November 2024 and answered by Lowell in December 2024. Outside of those times there was no active complaints, so I don't agree Lowell couldn't contact Mr S to seek payment for the debt in those periods.

I have looked to see if the contact Lowell was making to Mr S was high in frequency, and having done so I'm satisfied it wasn't excessive, I say this because I've seen they sent him around sixty emails or letters and while that may seem a lot at face value, it was over a two year period so on average was one every two to three weeks. And some of those emails were asking Mr S for information to support his write off request. I've also looked at the content of a selection of the correspondence and I haven't found it to be threatening in nature. So, I don't think Lowell acted unfairly when they were contacting Mr S about the debt.

Lastly Mr S has said that he feels Lowell mismanaged evidence because they told him they had responded to an email in August 2023 when they hadn't. He feels this raises serious concerns about their handling of his information. Lowell have told us that they did get this wrong, they have said they feel this was a human error. The agent said they had responded on the 25 August, but Lowell have said they believe the agent confused this with a previous response to Mr S on 25 May. While it isn't ideal that they gave Mr S the wrong information, I'm satisfied they have given a reasonable explanation for what happened. I understand this has caused Mr S some concern, but I'm satisfied by this account and having seen Lowell's system notes I don't have any concerns about the validity of them.

Bringing all of this together, I think Lowell have acted fairly towards Mr S when dealing with his account. It is unfortunate that they gave him the incorrect information about responding to him in August 2023, but I don't feel this warrants compensation. So it follows I won't be asking Lowell to do anything differently here.

### **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 Mr S to accept or reject my decision before 28 October 2025.

Amber Mortimer  
**Ombudsman**