

The complaint

Mr R complains Lowell Portfolio I LTD didn't complete a Subject Access Request (SAR) properly as they didn't provide a copy of the Consumer Credit Agreement (CCA) in their response.

What happened

My understanding is a debt in Mr R's name was sold by O to Lowell on 31 October 2024. They contacted Mr O asking for repayment of the debt.

On 20 February 2025 Mr R contacted Lowell saying he was disputing the debt and asked for all documents to be provided to substantiate the debt – including the CCA.

Lowell replied 27 February 2025 said the agreements in question were for a phone / internet service. They said these types of accounts can be obtained over the phone, so there is no need to sign an agreement – meaning they couldn't provide one.

On 27 February 2025 Mr R replied, pointing out they'd contacted him about two accounts, and one of them must relate to a device plan.

Unhappy with Lowell's response Mr R asked us to look into things the same day, saying he thought this debt was about a loan device plan agreement from O and he wanted to review it. In a further response, Mr R referred to the financial regulator the Financial Conduct Authority's (FCA) Consumer Credit Sourcebook (CONC) rules about disputes.

Lowell replied 6 March 2025 to say they were sorry for getting it wrong, and they could ask for the agreement from O. They said they'd contacted them and would pass on the reply. This reply was received 12 March 2025 and O said they couldn't provide the CCA. Lowell also provided Mr R with his SAR on 19 March 2025. Lowell then sent their complaint response on 28 April 2025 and didn't think they'd done anything wrong.

Initially our Investigator explained Lowell were asking Mr R to repay two accounts – one was an airtime account, and one was a device plan account. She explained we couldn't consider the airtime plan, which Mr R agreed with.

Our Investigator then considered the device plan. She found Lowell hadn't done anything wrong, and if Mr R wanted to raise this as fraud, he should contact O directly.

Mr R didn't accept this. In summary across several responses, he's said:

- It's Lowell's responsibility to provide the CCA under the Consumer Credit Act 1974 sections 77-79 and CONC 13.1.6
- CONC 13.1.4 says where a customer disputes liability, a firm must not pursue enforcement action without providing a copy of the CCA
- Lowell have continued to contact him regarding the debt even though it should be paused
- It's not his responsibility to resolve this issue with O

- Mr R also quoted some other cases, which he says are the same or similar to his and shows Lowell shouldn't be asking him for repayment of the debt – and that Lowell's claim towards the debt is legally defective unless they can provide the CCA

Because of this, the complaint's 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 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.

Before I explain the outcome I've reached, I think it's helpful to explain how I'm required to do so given Mr R's references to the law. These rules are set out by the FCA in the Dispute Resolution (DISP) Handbook.

DISP 3.6.1 says

The Ombudsman will determine a complaint by reference to what is, in his opinion, fair and reasonable in all the circumstances of the case.

And DISP 3.6.4 says

In considering what is fair and reasonable in all the circumstances of the case, the Ombudsman will take into account:

(1) relevant:

(a) law and regulations;

(b) regulators' rules, guidance and standards;

(c) codes of practice; and

(2) (where appropriate) what he considers to have been good industry practice at the relevant time.

So, I'm required to take into account the law, but I'm not bound by it. Ultimately, I'm required to decide matters on a fair and reasonable basis. Mr R has quoted a large number of different parts of law and FCA rules and guidance – but I'll focus on whether I'm satisfied Mr R has been fairly treated or not.

Have Lowell acted fairly in relation to the CCA

I think Lowell's initial response to Mr R's request for a copy of the CCA is disappointing. Clearly, there was a CCA that could have been requested, and they should have done so when Mr R first asked.

But, I note Mr R first asked on 20 February 2025. He received a reply on 27 February 2025 which was wrong, and he replied to the same day explaining this. On 6 March 2025 Lowell said sorry, and put the request for the CCA through.

In total I count around 14 days where Lowell should have asked for the CCA but didn't. While I can understand Mr R's frustration at the error by Lowell initially, they did then ask for the CCA 14 days after the original request – and they said sorry.

I've noted Mr R's comment about the error needing to be rectified by provision of the CCA. But, Lowell have said they can't provide that.

Mr R's starting point for this is the Consumer Credit Act 1974 section 77-79 – which require Lowell as the creditor to provide a copy of the CCA.

That's clearly what the law says, so I don't disagree with Mr R at all.

But, as a debt purchaser, Lowell don't automatically get all of the paperwork associated with each of the accounts they purchase. I don't think that's unreasonable – and what that means is whenever someone asks for the paperwork, the debt purchaser have to contact the original lender.

Lowell did that. The response came in from O on 12 March 2025. This response from O said:

The contracts have placed online. For your information, if customer take (sic) any contract online then we don't provide a hard copy of agreement as customer agreed the terms and conditions online but we do send Welcome letter to inform customer about the tariff and other account details.

Lowell asked for a copy of the CCA, and the answer from O was they don't have one to provide because of the way the account in question was taken out.

As O were responsible for the account initially, they're the only party who will know all of the terms and conditions. If they can't provide a copy of the CCA then I can't see how Lowell – who weren't involved in the original sale – would be able to.

In the circumstances, I'm satisfied Lowell have acted fairly and reasonably by asking O for a copy of the agreement. And, given O haven't provided it to them, Lowell can't reasonably provide it to Mr R.

Given this, and Mr R's concerns about disputing the account, I think Lowell's position that he needs to contact O to raise his dispute further is a fair and reasonable position for them to take.

Are Lowell fairly asking Mr R to repay this debt

Although I'm satisfied Lowell have acted fairly in suggesting Mr R raise his concerns about the account not being his to fraud, that doesn't automatically mean they're contacting the correct party.

I need to be satisfied Lowell have a reasonable belief to contact Mr R about repayment of this debt.

To determine that, I'd want to see the information they were given by O and check if they match with the known details for Mr R.

I've seen the information from Mr R's SAR. His name, postal address and email address all match.

In the circumstances, I think Lowell are reasonably asking Mr R to repay this debt – as the details they've been given by O are the same ones he's given our service. And while I can

see Mr R doesn't agree he should have to engage with O – which is entirely his choice – that does mean it's likely Lowell will continue contacting him to ask for repayment of this debt.

Other points

- Is the account unenforceable / have Lowell misled Mr R about whether it is or isn't – Mr R hasn't raised this point with Lowell in this complaint, and they have to be given a chance to reply before our service can look into it. So, I've not considered this point. In general terms though, our service can't decide if an account is or isn't unenforceable only a court can confirm that.
- Lowell's continued contact – this too is something Mr R would need to raise as a new complaint to Lowell if he's unhappy with their actions and hasn't already.
- Other cases our service considered – each case is considered on its individual merits, so I can't helpfully comment further on any similarities Mr R has talked about.

Taking everything into account then, I've only considered whether Lowell have acted fairly replying to Mr R's request for the CCA – and if they're reasonably asking him to repay the debt. On both points, I'm satisfied Lowell are treating Mr R fairly and reasonably.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 7 January 2026.

Jon Pearce
Ombudsman