

The complaint

Mr B complains Lawton Hathaway Ltd haven't treated him fairly when trying to collect on his outstanding debt.

Having considered all the information about this complaint, I think a compensation payment of £150 to Mr B is a fair outcome.

What happened

Mr B has said his vehicle finance debt was bought by a debt purchaser, who then asked Lawton to collect it in February 2025. He says from the beginning he told Lawton he was disabled and vulnerable, which is his legal right under the Equality Act 2010. Mr B adds he didn't disclose any specific medical details, as he's not required to by law. But despite this, Lawton have repeatedly ignored their duty to make reasonable adjustments to accommodate his vulnerabilities. Mr B says Lawton demanded proof of his disabilities which is both discriminatory and contrary to his legal protections.

From June 2025 Mr B says Lawton's communications became increasingly aggressive and invasive. He says their replies to him were often delayed by a week, with some correspondence sent on weekends – including one sent on a Saturday which told him they'd been checking his social media without his consent. Mr B says Lawton also referenced his business activities as evidence against his vulnerability which is irrelevant. Overall Mr B has said Lawton's conduct has breached his privacy and data protection rights.

Lawton said they felt they had no alternative but to continue with the recovery of the debt. They said:

Reasons:

- *No context of vulnerability has been provided despite being asked repeatedly.*
- *Multiple emails without real application of UK law or regulation.*
- *Spurious pseudo-legal claims designed to delay and deflect.*

Lawton went on to say it'd come to their attention Mr B was the administrator of a social media page and had his own business. They said it's their reasonable interpretation, along with lack of evidence, that Mr B's vulnerability impairment wouldn't be considered a reason to stop collecting a debt they had proof is owed. But, they'd continue to give him opportunities to provide context to his vulnerability so they can assist accordingly – though without it they have no other options to support him.

Unhappy with this, Mr B asked us to consider Lawton's communication with him while also disputing the debt.

Investigator's outcome

One of our Investigators considered this complaint. They noticed that an email sent by Lawton wasn't appropriate given Mr B had disclosed he was vulnerable. And having reviewed Mr B's social media had used this as justification for why they had no context to his vulnerability. For these two reasons, our Investigator felt £150 compensation was fair.

Mr B didn't accept this. In summary using my own words he said:

- Under UK law he's not required to share medical evidence, diagnoses or records, to a debt collection agency to be recognised as disabled or to request reasonable adjustments.
- Lawton used information about his social media presence and business activity to invalidate his stated vulnerability, continue enforcement and dismiss his legal position.
- Vulnerability doesn't require someone to make a legally perfect adjustment request and once a business is told someone is vulnerable they should proceed with care – which Lawton didn't do.
- In accepting that how Lawton dealt with him had caused him significant distress, anxiety and a feeling of being under surveillance the £150 compensation award is too low.

Overall, Mr B didn't accept our Investigator's outcome and asked for:

- A substantially increased compensation award.
- Written confirmation Lawton will stop monitoring or accessing his social media activity.
- A formal written apology acknowledging the inappropriate use of his personal data and unfair treatment of his vulnerability.
- Implementation of reasonable adjustments without further obstruction or demands for medical information.
- Consideration of whether the balance should be reduced, offset or written off in recognition of the harm caused.

Lawton also didn't agree with our Investigator's outcome. In summary using my own words they said:

- They felt the email our Investigator referred to was concise rather than inappropriate, so didn't think it justified to uphold the complaint using this.
- They said their commitment to supporting vulnerable customers was unwavering, but they encountered a customer who wouldn't engage with them constructively.

Overall Lawton felt they'd done all they could to support Mr B.

As Mr B and Lawton didn't agree to the outcome, it's been assigned 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 the information provided by Mr B and Lawton to provide my decision. If I've not answered something that's been said it's not because I've ignored it, it's because I didn't deem it relevant to the main parts of the complaint. This isn't intended as a discourtesy, but due to my informal role in deciding what a fair and reasonable outcome is.

I should explain I can't make a decision about whether the Equality Act 2010 has been breached or if Mr B has been discriminated against, as I can't decide if Lawton have broken the law. If Mr B wants a ruling on this, he would need to seek legal advice. I'm also unable to investigate whether a debt is unenforceable, as only a court can do this, again Mr B may choose to seek legal advice

What I can do is consider whether Lawton have dealt with him fairly and reasonably, taking into consideration all of the circumstances of the complaint.

I'm also aware Mr B has submitted a number of other concerns to Lawton regarding the debt, but he's only asked us to investigate whether Lawton dealt with him fairly with their conduct considering his vulnerability, so that's all I've considered.

Are Lawton fairly asking Mr B to repay the debt

Mr B said to Lawton he disputed the debt, so they shouldn't be asking for repayment of it taking into consideration his circumstances and that he was in an active dispute with the original lender.

Lawton said they'd provided him with the credit agreement and statements to prove ownership of the debt, so didn't think they were doing anything wrong with this part of the complaint..

In general terms it's reasonable for a debt company to ask someone to repay a debt if they think that they're the correct person. When a dispute is submitted, then the debt company must review this, and not continue to ask for repayment while doing so.

A Notice of Assignment was sent to Mr B on 20 June 2025. This explained the account with the previous owner had been bought by a debt purchaser, and that debt purchaser had asked Lawton to service the account.

This is what I'd expect, so I'm satisfied there is sufficient evidence as to why Lawton are involved.

Once the account had been transferred, my understanding is Lawton's first contact with Mr B was on 20 June 2025. And by 27 June 2025 Lawton had provided a Subject Access Request to him which included a copy of the credit agreement and statements to Mr B showing his details.

So, I'm satisfied Lawton were fairly contacting Mr B asking him to repay this debt. I've also noted Mr B made a complaint to us about how the previous owner had dealt with his agreement with them – and when referring his complaint about Lawton to us, said “*my vehicle finance debt*”. In the circumstances, I'm satisfied Lawton did what they were required to do, and the debt is Mr B's – meaning Lawton can ask him for repayment of it.

Mr B currently has a complaint with us regarding the original lender. Lawton have told us they wouldn't pursue the debt while this complaint is ongoing. Given that, I wouldn't expect Lawton to contact Mr B again until that's resolved. If they do, Mr B could submit a new complaint to Lawton about this.

I'm aware Lawton contacted Mr B on 29 July 2025 – I'll consider this at the end of this decision.

Have Lawton treated Mr B fairly in their contacts with him

Mr B says he's disclosed his vulnerability to Lawton, and they've not dealt with him fairly since he's done so. Mr B is also unhappy Lawton have asked for evidence of his vulnerability.

Lawton say Mr B never told them what he needed from them, so they couldn't help him. I agree Mr B has told Lawton he's vulnerable. So, I'd expect Lawton to then respond appropriately.

In an email on 27 June 2025, Lawton told Mr B:

I do understand your position in relation to vulnerability. However, vulnerability does not automatically mean a debt is not due or cannot/should not be paid. Lawton Hathaway's policy is to invite its customers to supply more details so we best fit a solution that suits all parties. We are not insisting on information our customers are uncomfortable with sharing. Its more so we understand regards to the issues such as:- mental impairment, financial ability/distress, general health, long term illness/disease, age and lifestyle changes.

Currently, we have been informed you have a disability that we have no details on. We invite you now to provide some information surrounding this so we can best find a solution using forbearance and understanding. We may also reasonably request evidence where appropriate.

I think this is a reasonable response from Lawton. Essentially what they were saying to Mr B is if he didn't tell them 'how' they could help him, then they couldn't know what adjustments he might need. They've also said they 'might' request evidence – which is different from telling Mr B he must provide this. I've not seen in any other communication Lawton told Mr B he must evidence what he says to them about his vulnerability.

I wouldn't expect Lawton to try and determine what adjustments someone with a vulnerability might need. This has the potential to go significantly wrong and essentially Lawton would be making a guess without enough context which is highly likely to cause offence.

In an email to us on 8 August 2025, Mr B says he'd asked Lawton for:

- *Correspondence to be sent with a yellow background for accessibility.*
- *All communications to be made in writing via email to minimise stress and anxiety.*
- *Suspension of aggressive collection activity while my vulnerability is being assessed.*

In all the communication between Mr B and Lawton I've never seen Mr B tell Lawton he required communication on a yellow background and that he only required email contact as his adjustments. In the circumstances, I can't fairly say Lawton didn't apply the adjustments he says he asked for, when I've no evidence he actually told Lawton about them.

Despite that, I've not seen anything from Lawton or Mr B to suggest Lawton did anything other than email him. So, I'm satisfied they complied with this part of Mr B's requirements, although unintentionally as they didn't know.

Mr B's concern about providing more information – or medical evidence – than he wants to is entirely correct. He doesn't and should never feel pressured into doing so by any financial company. But, if he chooses not to share what his needs are in practical terms, then this limits the ability of financial businesses to support him.

To explain, I'm separating Mr B's practical needs – information on a yellow background as he's told us – with his disclosure of vulnerability.

Mr B did disclose he was vulnerable to Lawton. They then responded appropriately by asking him how they could help him, and he decided not to provide this information. So, Lawton can't be responsible for any impact this has on Mr B as I don't think they did anything wrong.

Timing of responses from Lawton

Mr B has said Lawton have deliberately delayed replying to him at times and only sent fragmented responses which isn't helpful for his vulnerability. Mr B says this may not meet the requirements under the Equality Act 2010 to provide reasonable adjustments.

Lawton say they have 28 days to reply to complaints, so they felt they'd replied promptly to Mr B's contacts.

In a complaint covered by the Financial Conduct Authority's rules, which this complaint is, Lawton actually have 56 days / eight weeks in which to reply to a complaint.

While I appreciate the timing of some of the emails to Mr B wasn't something he was comfortable with, I can't say it'd be fair for me to suggest Lawton have dealt with him unfairly – when their last response to his concerns were sent eight days after he first contacted them. This time period included a significant amount of repeated contact as well. I think Lawton were trying to support Mr B with their replies based on everything I've seen. That said, the email our Investigator has referred to isn't something I think was appropriate – and I'll come back to this.

Accessing information about Mr B online

Mr B says Lawton was unprofessional, have harassed him and went beyond what is acceptable by checking his social media and referencing his business activities.

Lawton have explained to us the reason they did this is because:

- Safeguarding their staff as they've had customers with criminal records

- Safeguarding customers as they've had customers with severe vulnerabilities which are evidenced online
- Publicly available information on the internet helps with vetting of customer circumstances
- Director searches

Accessing publicly available information online isn't something I'd necessarily consider to be inappropriate providing it's done so for fair reasons. Whether this is in breach of Mr B's data rights isn't something I can decide – he can refer this point to the Information Commissioner's Office if he hasn't already.

Lawton have explained their reasons for doing this. It doesn't sound inherently wrong to me for them to have done this – safeguarding their staff is a duty they have, similarly they have a duty to safeguard their customers.

I think what Lawton are saying is because Mr B wasn't disclosing how they could help him, they tried different ways to get the information they needed to support him. While perhaps they done this with good intentions, it's not really for them to gather more information about someone when that someone has already explained they don't want Lawton to have it.

I also don't think Lawton got the information they needed from this. I understand what they were trying to do to support Mr B – which I do agree with – but I don't think it was fair of them to then suggest reviewing his social media and business activities meant his vulnerability meant he could repay the debt. I'd suggest it'd have been acceptable for them to essentially conclude they hadn't been provided with anything to suggest he couldn't – which isn't what they said.

To resolve the complaint

In summary then I've not upheld the majority of Mr B's complaint. But, I do agree that Lawton didn't fairly form conclusions from Mr B's social media and business activity. I think Lawton's email on 28 June 2025 was inappropriate in my opinion which caused Mr B some distress and I've noted they contacted Mr B on 29 July 2025 while a complaint was with us.

As a reminder, Lawton said their reasons for continuing to pursue the debt were:

- *No context of vulnerability has been provided despite being asked repeatedly.*
- *Multiple emails without real application of UK law or regulation.*
- *Spurious pseudo-legal claims designed to delay and deflect.*

I'm aware Lawton said they thought this communication had been viewed in isolation – but it was the culmination of a series of exchanges with Mr B.

I have reviewed all of those exchanges and taken the context into consideration. While I accept Lawton's communication up until this was trying to support Mr B, I don't think this one did. So, Lawton knew Mr B was vulnerable, but instead of simply explaining they'd asked him to share with them what he needed so they could help him, and they didn't agree with his legal claims, they've said he's making spurious pseudo-legal claims. I consider this to be quite harsh language when they could have used significantly less negative language to say the same thing.

Because of this, I'm satisfied it's appropriate to uphold the complaint.

Responding to each of Mr B's proposed remedies:

- I don't think I can require Lawton to never review Mr B's social media in the future – there could possibly be future reasons which could be legitimate use of this. If Lawton were to do this in future, and Mr B felt it was inappropriate, then he'd be entitled to make a new complaint.
- I won't be requiring Lawton to send Mr B an apology. As forced apologies aren't genuine. If Lawton wants to send Mr B an apology then they can do so.
- Now Lawton are aware of Mr B's reasonable adjustments – which is for information on a yellow background and email only contact – I'd generally expect them to abide by this. I'm aware Mr B has also said he doesn't want Lawton to use anything other than supportive language, but this is very subjective. If Lawton doesn't communicate with Mr B in a way he thinks is appropriate then, again, he could make a new complaint about that.
- I can't agree that the way Lawton dealt with Mr B would warrant any kind of reduction or writing off of the outstanding debt. The failings, in my opinion, are administrative so a compensation payment is a fair way to resolve the issue.

There isn't an exact calculation method to decide compensation, and I need to think about the impact on Mr B while considering our published guidelines on compensation.

Mr B has asked for significantly increased compensation, and suggested £2,000 as a figure –he stated this amount as he felt as though he was being stalked and that he needed to restrict his social media.

Linking Mr B's social media and business activities to say Mr B's vulnerability wouldn't prevent him from repaying the debt was inappropriate. Likewise, the email used harsher language than it should have. But, I agree with the intention of these contacts – which is Mr B hadn't shown he couldn't repay the debt, and Lawton were entitled to continue to ask him for repayment.

I'm sorry to have read about the impact on Mr B because of his vulnerabilities, and I have taken them into consideration, but overall, I think £150 compensation is a fair outcome due to the impact on Mr B.

In future, once the complaint with the original lender has been resolved, it's possible Lawton will contact Mr B asking for repayment.

We'd expect Lawton to complete a new income and expenditure assessment to determine what, if anything, someone can pay. In general terms this wouldn't be unreasonable. At this time, if he wanted to and felt like it'd be helpful to him to do, Mr B could get some advice from a debt charity about what's generally expected.

My final decision

For all the reasons I've explained above I partially uphold this complaint and require Lawton Hathaway Ltd to pay Mr B £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or

reject my decision before 18 March 2026.

Jon Pearce
Ombudsman