

The complaint

Miss G complains Lowell Portfolio I LTD have treated her very unfairly when contacting her regarding outstanding debts.

What happened

Miss G has said since at least 28 November 2023 Lowell know about her personal circumstances – she describes herself as a severely vulnerable and disabled customer. But, despite knowing this and asking for their help – telling them about her mental health – they’ve only ever applied short holds and then resumed their aggressive collection strategy. Miss G says after this went on for 17 months where she was subjected to constant threats, she ultimately made a complaint in April 2025.

Lowell said they were sorry their contact came across as threatening as that wasn’t their intention. They said they could see Miss G had contacted them on 28 November 2023 to tell them about her health. They said they’d placed a hold on her account for 30 days but then didn’t hear anything further from her until she raised her complaint. Overall, Lowell didn’t think they’d done anything wrong.

Unhappy with this Miss G asked us to look into things, explaining the main reason her mental health had been impacted was due to Lowell’s actions. When doing so, Miss G referred to the financial regulator the Financial Conduct Authority (FCA)’s Consumer Credit Sourcebook (CONC) rules saying Lowell had breached them.

One of our Investigators considered Miss G’s case, and found overall Lowell didn’t need to do anything more.

Miss G didn’t accept this. In summary she said:

- We’d explained Lowell asked for medical evidence in the call of 28 November 2023, but Lowell’s own response contradicts this, as they’ve just said they applied an arbitrary 30-day hold
- Lowell failed to provide appropriate forbearance, and expecting someone in her circumstances to contact Lowell or perform administrative tasks after 30 days isn’t support – she’s quoted CONC 7.2.1R in support of this
- She’s attached proof of her circumstances, and say Lowell didn’t get this before because they didn’t ask for it in writing – and it’s entirely unreasonable expecting anyone in her circumstances at the time to remember and execute a verbal administration instruction without any written follow up

As Miss G didn’t agree, her 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.

I wanted to let Miss G know I've read very carefully everything she's told us about her circumstances and have taken them into account when deciding her case. I've not reflected them for her privacy as this decision is published on our website.

I also wanted to say how sorry I was to have read how difficult things have been for Miss G – and continues to be. But, being impartial means I'm required to critically assess what a fair outcome is for the complaint and whether I think Lowell have done anything wrong or otherwise treated Miss G unfairly.

In general terms a debt company is entitled to ask for repayment of a validly owing debt. They're required to treat customers fairly, and ensure their correspondence is appropriate in tone and not excessive in nature – amongst other things.

None of the information I have shows Miss G is disputing taking out the accounts in question, nor can I see she's disputing owing the money. So, I'm satisfied it's reasonable for Lowell to contact her and ask for repayment of the accounts. But, they have to do so in a fair way taking into account anything they know about her circumstances.

As both parties have said, there was a phone call on 28 November 2023. Unfortunately, Lowell have told us the phone call is no longer available. I don't find this unusual, given it's quite common for this information to only be kept for 12 months.

Lowell have provided a phone note. The note shows Miss G explained how she was feeling about the debts, and that she wanted them closed down due to her mental health. The note says Lowell asked her to send in proof of her situation. The note also says they've placed a hold for 30 days to give her time to provide this evidence.

I understand from Miss G she says it's not reasonable expecting her to remember a verbal instruction to provide medical evidence given how she was feeling.

I don't have the phone call to listen to, so I don't understand exactly how the conversation went and whether – based on this call alone – it would be reasonable for Lowell to believe Miss G should know she needed to send medical evidence.

But, I do have a copy of a letter dated 29 November 2023 – the day after the phone call. This says:

Thank you for letting us know about our circumstances. We understand that you may need some time before discussing your Lowell account.

We've placed your account on hold for 30 days to give you some time to deal with the situation. You don't need to do anything. We will send you a reminder to let you know when this hold period is due to end.

In the circumstances – Miss G being very vulnerable – this letter is disappointing. I say that because it says Miss G doesn't need to do anything. And clearly this contradicts with what was seemingly said on the phone – that Miss G should provide medical evidence.

I would though say I don't agree with Miss G that Lowell have contradicted themselves regarding the request for the medical evidence. The phone note shows this was requested – as I'd normally expect. And Lowell's response to her complaint says they put the contact on hold for 30 days for her to get in touch with them. Broadly speaking, what Lowell have said is right – they put any contact on hold for Miss G to get back in touch with them.

Miss G's point here is that Lowell should have followed up in writing with their request for medical evidence because of her circumstances at the time. I wouldn't necessarily say Lowell must do this as it'd depend on how the phone call went. But I also wouldn't expect Lowell to send Miss G a letter which directly contradicts what she was told on the phone. So, I do think Lowell could have done better here.

That said, I need to consider this issue with what then happened following this.

On 2 January 2024 Lowell wrote back out to Miss G. They said:

We placed your account on hold to give you some time due to your circumstances.

We'd now like to get an update on your circumstances so we can discuss affordable payments.

Lowell then went on to ask Miss G to call them, or contact them though the app, the website or by post.

Following this a total of 63 letters and emails were then sent from 29 January 2024 until Miss G raised her complaint in April 2025. Objectively this sounds like a lot, but these contacts were fairly evenly spread over around 16 months – averaging out at about four contacts a month, or one a week roughly.

There was then further contact after Lowell had replied to Miss G's complaint, and before she asked us to look into things. I've no concerns over this contact – and it stopped once we let Lowell know we were looking into things. This is as I'd expect.

From Lowell's perspective, Miss G had asked for her debt to be written off, and they'd asked her for medical information to support this. I would say that's very common practice.

It's also unfortunately not uncommon for people to ignore contact from a debt company. From Lowell's perspective, it could look like that's what Miss G was doing.

To be clear, I'm not saying Miss G was. She's been clear on the impact on her, so I completely accept and don't in any way dispute she wasn't ignoring Lowell's contact she was simply unable to actually deal with it.

The key question for me then on this point is whether Lowell should have done anything more or acted any differently based on what they did know at this point.

Miss G says yes, they should have and has quoted CONC 7.2.1R in support of her view on this.

CONC 7.2.1R says:

A firm must establish and implement clear, effective and appropriate policies and procedures for:

(1) dealing with customers who are in or approaching arrears or in default;[Note: paragraph 7.2 of ILG]

(2) the fair and appropriate treatment of customers, who the firm understands or reasonably suspects to be vulnerable.[Note: paragraphs 7.2 and 7.2(box) of ILG and 2.2 (box) of DCG]

There is no question in my mind Miss G was and is vulnerable, and that Lowell knew that. So, I would have expected them to deal with her debts as a vulnerable customer.

Lowell have said following Miss G's contact in November 2023, they passed her debts over to their specialist team who support vulnerable customers and can provide individual support.

This is the first step in terms of what I'd expect them to do. Following this Lowell asked Miss G for information so they could know how to help her. Again, this is what I'd expect Lowell to do.

Everyone is different, and while some vulnerabilities may share common characteristics, what people need support with and how best to help them can naturally vary significantly. So, I'd expect Lowell to try and provide tailored support to Miss G that helped her taking into account her circumstances. To do that, Lowell would need Miss G to tell them more about her circumstances. What she's told us she shared unfortunately for her simply wouldn't be enough to expect Lowell to do much more than they did – asking Miss G to get in touch with them to provide medical information and later on financial information.

I don't dispute what Miss G has told us – that she simply couldn't function and so there was no way for her to do that. But, as I set out above, I'm required to consider whether Lowell have done something wrong or otherwise treated her unfairly. And for the reasons I've explained above I'm satisfied the contact was fair and reasonable in all the circumstances of Miss G's case.

I'm also conscious Miss G has raised two further points. The first is that Lowell made further contact with her on 22 April 2025 – which was after her complaint was raised five days earlier on 17 April 2025. I can understand why Miss G wouldn't be happy with this. And I wouldn't usually expect that to happen. But, I'm conscious there was a weekend amongst this timeframe, which seems to have prompted Miss G's complaint to not be registered with Lowell until 23 April 2025. Given the timeframes, I'm not persuaded Lowell did anything wrong here.

The final point was Miss G has provided us with a copy of benefits she's received, and said this is something Lowell should be taking into account. I understand why she'd say that, but I also think – based on my experience of other cases – it's likely Lowell would like more information than she's currently provided. But I've asked our Investigator to share this information with Lowell on Miss G's behalf. It's then between Miss G and Lowell to discuss the matter further.

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 Miss G to accept or reject my decision before 19 May 2026.

Jon Pearce

Ombudsman