

The complaint

Miss B complains Lowell Portfolio I Ltd sent her threatening letters about debts they're already receiving payments for. She's also complaining about their communication and the level of information they've asked for.

What happened

I issued a provisional decision setting out what'd happened, and what I thought about that. I've copied the relevant elements of this below, and they form part of this final decision.

Miss B has said in March and April 2025 she received numerous threatening letters from Lowell about debts they're already receiving payments for. Miss B replied to their letter, making a settlement offer for one account, and a payment proposal for another – but complains Lowell continued to contact her without engaging with her offers. Miss B remains unhappy with Lowell's communication generally saying:

- *They've continued to send letters threatening legal action – but not confirming if they accept her repayment proposal*
- *They've sent letters in broken English which makes it impossible to know if they've accepted her settlement offer*
- *While they've since said sorry for this, they've asked deeply intrusive questions about her health and personal life which they're not entitled to*

Against this background Miss B is also concerned that Lowell already know her personal circumstances. I've not explained that in detail here because this decision is published on our website, but I've read everything Miss B has told us.

Lowell said sorry for the delay in replying to Miss B's letter of 26 March 2025 and sent her a cheque for £30.

Unhappy with this Miss B asked us to consider things.

In a separate decision, I found there were two accounts we couldn't look into. Having found this, I then passed Miss B's case back to an Investigator to consider the substance of it.

Our Investigator found the compensation Lowell offered was for the two accounts we couldn't consider. And for the remaining two accounts they'd not done anything wrong.

Miss B didn't accept this. In summary she said:

- *She's disabled and living in poverty, relying solely on benefits with no capacity for work – and her disposable income is minimal after essential living costs. Lowell knew of her circumstances but continued standard debt collection activity in March / April 2025. Lowell also made intrusive enquiries into her health and private life.*
- *The Financial Conduct Authority (FCA) Consumer Credit Sourcebook (CONC) 7.3 requires firms to treat customers in financial difficulties with forbearance. This includes more than just accepting token payments – and Lowell should have*

considered a write off or a permanent token payment solution given her circumstances.

- The FCA's guidance for firms on the fair treatment of vulnerable customers requires firms to identify vulnerability and take active steps to ensure they don't disadvantage her. And the FCA's Consumer Duty requires 'good outcomes' for vulnerable customers – but our Investigator didn't assess Lowell's letters taking into account her vulnerabilities.*
- The Equality Act 2010 requires companies to make reasonable adjustments – such as pausing routine collection letters, using alternative communication channels or agreeing sustainable plans without pressure – none of which Lowell did.*
- The questions Lowell asked went into intrusive territory causing her distress without leading to fair forbearance.*
- For a customer who can't pay, there is no good outcome – the fair outcome would be ceasing pressure, accepting long-term token repayments or writing off the balances.*

As Miss B didn't agree with the outcome, the case has been passed to me to decide.

Before deciding the outcome, we asked Miss B and Lowell for more information. Miss B said she didn't have anything and added if she had then Lowell will be able to provide it. Lowell replied – and I've reflected anything relevant below.

What I've provisionally 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 also think it's helpful to explain I'm required to take into account the various law, rules and regulations and guidance that's been referred to. But I'm required to decide things on a fair and reasonable basis which is how I'll explain my findings.

In Miss B's case that means I can't make a finding about whether Lowell have breached the Equality Act 2010 or not, but I will look at whether they've treated her fairly.

The concerns Miss B has raised about her settlement offers were raised in relation to the two accounts I've already decided we can't consider. And the £30 Lowell awarded was also for these two accounts. So, I'll focus my review on the remaining contact Miss B received for the accounts I can consider.

When thinking about the contact, I've looked at the period from 18 June 2024 onwards. That's because on 17 June 2024 Lowell issued a final response letter to Miss B about similar issues. The rules I'm required to apply prevent me from looking back any further.

Miss B has said Lowell know about her health and financial circumstances – because she's told them. When asked recently about this, Miss B said she didn't have anything further to share – so I'm reliant on what she previously sent, plus what Lowell have shared.

Miss B has suggested Lowell could write off her debt with them. In some circumstances that can be appropriate – usually if someone's finances show they can't afford any repayments,

and their health means they're unlikely to ever work again. There are other factors which are sometimes relevant, but these are the main two.

So, for me to suggest Lowell have treated Miss B unfairly by not writing her debt off, I'd need to be satisfied it'd be reasonable for Lowell to do this based on Miss B's circumstances.

To do that, Miss B needs to tell Lowell this. As I'm limiting my review to 18 June 2024 onwards I'd need to see her telling Lowell this after this date.

I've seen in some of her letters she's referred to her health – and I can see from one letter in March 2025 she's referred to enclosing an income and expenditure form though the form itself hasn't been provided with this letter.

In reviewing all the information I do have, I can't see she's told Lowell what her health conditions actually are, and whether she's got any medical evidence to show she'll never be able to work again. Lowell have also told us Miss B never provided any income and expenditure forms. Whether that's correct or not – given Miss B's March 2025 letter – I'm not sure.

So, based on what I've seen, I'm not persuaded it'd be appropriate for me to direct Lowell to write off the debt. Miss B may wish to submit further evidence to Lowell to support her claim for this if she wishes. And then if she remains unhappy with Lowell's response to that she could ask us to consider her new complaint.

I can see Miss B thinks Lowell are asking for unnecessary information. In my review of all of the correspondence I've been provided with I can't agree with this. Lowell have debts which are legitimately owed and outstanding. This means Lowell can ask Miss B to repay them but need to be mindful of her circumstances when doing so. And, I've not seen anything to suggest it's unreasonable of them to check in with Miss B from time to time to see if her circumstances have changed. People's circumstances often do, and Lowell would want to know that to ensure what Miss B is paying is fair. I know Miss B believes Lowell asking this is to see if she can pay more – which it may well be – but Lowell are also required to ensure she's not paying more than she can afford.

I know Miss B believes the level of contact from Lowell is unreasonable and their contact is threatening, but I don't agree with this.

Looking at Lowell's contact notes for the two accounts I can consider from 18 June 2024 up to July 2025 when we started looking into things I've seen a total of 17 emails and letters. This equates to less than two a month – which I can't fairly say is unreasonable contact.

Part of the reason Miss B has said this contact is excessive is because she's making payments towards the debts. But, those payments are token payments. And token payments aren't generally expected to be for the longer term. They can be, but in that situation as I've described above Lowell would be entitled to check in to see if Miss B's circumstances had changed.

And thinking about the tone of the letters, I find they're factual in nature – letting Miss B what she needs to do. And, if she doesn't take any action, what may happen as a result of her non-action.

Overall then I've not found anything to suggest Lowell have treated Miss B unfairly. Based on what I've been given by both parties I've seen no reason to suggest Lowell should write off the debt. That means they're entitled to keep contacting Miss B regarding the accounts. I've assessed this complaint taking into account what I know about Miss B's health and financial circumstances – including thinking about CONC and the Equality Act Miss B has referred to. It's Miss B's choice about whether she wishes to provide any further information to Lowell about her health and financial circumstances.

Responses to my provisional decision

Miss B replied and said she didn't accept my outcome.

Lowell replied and said they accepted my findings.

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.

When Miss B replied, she didn't provide any further information for me to consider regarding the outcome of her case. As Lowell also didn't provide any further information, I've seen no reason to change my outcome – which is overall Lowell haven't treated Miss B unfairly.

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 B to accept or reject my decision before 25 May 2026.

Jon Pearce
Ombudsman