

complaint

Mr D complains that Lowell Financial Ltd did not close down a debt that was statute barred. Lowell Financial then emailed Mr D asking him to contact it about the debt which caused him distress.

background

In early 2012, Mr D was contacted by Lowell Financial about a debt relating to an account he held more than six years before.

Mr D told Lowell Financial that he did not intend to repay the debt as it was statute barred because of the time that had passed. Lowell Financial said that it would close down the account and Mr D would not be contacted about the debt again.

But in early 2013, Lowell Financial sent an email to an address it believed to be Mr D's. This asked him to contact it. Mr D complained that the debt account had not been closed as Lowell Financial had said, and that the email had been read by a third party which had caused him upset.

Lowell Financial said it had made a manual error in not closing down the account correctly, and apologised for any inconvenience caused to Mr D. It arranged for the account to be closed down and said Mr D would not receive any more contact in relation to it.

Mr D said Lowell Financial had not considered the impact of its email. He asked for compensation for the distress that this caused.

Lowell Financial said it was entitled to issue requests for payments on statute barred accounts as they were still valid and collectable. It had written off the debt on the account, and said this was adequate compensation.

Our adjudicator did not recommend that the complaint should be upheld. He said Lowell Financial's email made no reference to Mr D's financial standing, and it could not be held responsible for the third party reading it.

Mr D did not accept the adjudicator's findings. He said Lowell Financial had handled his complaint in a poor manner, and it was negligent in contacting him after the account should have been shut down. He said Lowell Financial's response to his complaint was mis-leading and did not say it was its final response.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Lowell Financial has accepted that it made an error in not correctly closing down the account it held for Mr D when it had said it would. This meant that it contacted Mr D after he believed the matter had ended.

Lowell Financial sent its email to an address it believed was Mr D's, and it was. The email made no reference to money being owed and made no demands for any payment. Nor did it contain any personal information about Mr D. It simply gave Mr D a telephone number and

asked him to contact it. Mr D has not been financially disadvantaged by being contacted in this way.

It is unfortunate that a third party was able to read the email, and this meant that Mr D felt he needed to explain what it was about. But that does not mean that I consider Lowell Financial to be responsible for the third party reading the email sent to Mr D, or their reaction to it.

Although Lowell Financial's letter responding to Mr D's complaint may not have used the term 'final response', it did give the details of our service and said he had six months from the date of the letter to refer his complaint to us. In these circumstances, I do not consider Mr D was delayed or held back from being able to ask us to consider his complaint, simply because the letter did not say the response was 'final'.

Lowell Financial has said the account has now been closed as it should have been and Mr D will receive no further contact about the debt. In all the circumstances, I do not require it to do anything further.

my final decision

My decision is that I do not uphold this complaint.

Cathy Bovan
ombudsman