

### **complaint**

Miss A complains that Lowell Portfolio I Ltd is wrong to chase her for a debt that is statute barred and unenforceable.

### **our initial conclusions**

Our adjudicator didn't recommend the complaint should be upheld. He's satisfied Miss A took out the original credit agreement and Lowell bought the debt from a third party in 2007. He says only a court can decide whether the debt's enforceable, so Lowell wasn't wrong to seek payment. Miss A disagrees and asks for an ombudsman to review her complaint.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Miss A and Lowell have provided.

I am sorry to hear of Miss A's recent ill health. And I can see it has been frustrating and stressful for her to be asked to repay a debt she considers unenforceable. She says it is statute barred – meaning it has been too long since she was chased for payment so the debt can't be recovered through the courts.

It doesn't seem to be in dispute that Miss A was responsible for the original debt and had the benefit of the money – or that Lowell owns the debt now. Lowell says payments were made to the account in 2008 and 2009, so the time allowed to recover the debt hasn't expired. Miss A disagrees and says she didn't make those payments.

As our adjudicator has explained, only a court may decide if a debt is barred under statute. So I can't find Lowell was wrong to try and recover the debt on those grounds. And I haven't seen any evidence to suggest Lowell harassed Miss A or otherwise treated her unfairly. So I can't reasonably uphold her complaint.

**My final decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Miss A either to accept or reject my decision before 29 June 2015.**

*Claire Jackson*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

**ombudsman notes**

### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.