

complaint

Mr B complains that Lowell Financial Ltd is harassing him for payment and has been taking payments that he hasn't authorised.

background

Mr B says that Lowell bought his debt from the original owner and then took him to court and a county court judgement was made requiring him to repay 50p per month. He says he then received a letter saying Lowell had sold his debt to another company. He says that since 2015 he has received calls from Lowell harassing him for payment.

Mr B also says that he did not agree to the direct debit payment of £5 per month to Lowell.

Lowell says that it bought Mr B's account from the original provider in 2005. It says Mr B set up a direct debit mandate to make monthly payments of £5 from 1 November 2010.

The adjudicator explained that there were parts of Mr B's complaint that fell outside our jurisdiction. She said that we could consider the service Mr B had received from Lowell. She said that we would reasonably expect a business to attempt to contact a consumer where a debt was outstanding and that she did not consider the contact made by Lowell to be unreasonable or excessive.

The adjudicator said that based on Lowell's system notes it appeared that Mr B completed a direct debit mandate for £5 and this amount has been taken from his account each month.

Mr B said that his whole case needed to be considered. He said that he had been called at unreasonable times on many occasions over the past years. He also said that his medical condition meant he would not have been able to sign a direct debit mandate form in 2010. He says that the only payments he should have made were those set out in his county court judgement.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence.

The adjudicator has explained that we are only able to consider certain complaints and that based on the dates concerned in Mr B's complaint certain aspects of his complaint cannot be considered. I realise that Mr B is frustrated by this. However, I find that based on the information provided I am able to make a decision about whether Lowell should have been taking payments from Mr B's account and contacting him about the debt.

Mr B says that he was told that his debt had been sold to a different company and that he should ignore contact from Lowell. However, Lowell says that it sent a notice of assignment to Mr B in 2005 explaining that it had bought his debt. It says it has not sold the debt to another company. It has also provided a copy of a letter it sent to Mr B in 2010 when it again confirmed it was the owner of the debt. Based on this I have nothing to suggest that Lowell is not the owner of the debt and therefore find it is entitled to contact Mr B about repayment.

Mr B has referred to a county court judgement relating to his payments and has said that he did not agree to payments of £5 per month. However, having looked at his account I can see that the £5 payment has been made since 2010 and I am not aware that this was disputed until 2015. I can also see that Mr B contacted Lowell in 2010 to say that it had tried to take money from his account too early and that the mandate did not start until November 2010.

I appreciate that Mr B has said that his poor health at that time meant he would not have been able to set up this agreement. However, I find on balance it is more likely than not that he did set up the arrangement to pay £5 per month.

While I understand that being contacted by Lowell has caused Mr B distress, I find it reasonable that Lowell has contacted him about the debt. Lowell said in its letter dated April 2015 that it does not hold a telephone number for Mr B and so all future contact will be in writing. I do not find this unreasonable.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 23 December 2015.

Jane Archer
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