

complaint

Mr G complains that Lowell Portfolio I Ltd (the business) is chasing him for a debt that is not his.

background

Mr G says that the debt the business is chasing him for is not his. He says that he was a victim of identity fraud around the time the activity on this account happened. He says the identity fraud was investigated, without conclusion, by the police. Mr G says that at the time he paid money to this account he was paying money on many debts following the failure of his business. He says it was not until he had an annual review with his accountant that he realised this debt was not his. Mr G says he has provided copies of his signature and passport but that the business still states that because he made payments it must have been his account. Mr G says he has asked for a copy of the original agreement but the business has not been able to provide this.

The business says that it purchased the debt in 2013, and sent Mr G a letter dated 4 January 2014, setting out that it was now the owner of the debt. It says that on 27 January 2014, Mr G told it that he could not recall this account. The business put the account on hold while it investigated this. In its letter dated 30 July 2014, it explained that the account related to a personal loan that was taken out in 2006 and that a default was recorded against it in November 2008. It provided copies of the statements from the original account owner showing the payments Mr G had made over a number of years and also provided information about the conversations Mr G had with the original account owner about his financial situation. The direct debit account details from which payments were made were also provided. The business says that the original account holder has said that because of the time that has passed it does not have a copy of the original agreement. It says that no payments have been made by Mr G to the business.

The adjudicator said that there was sufficient evidence to conclude that the debt belonged to Mr G. He said that the statements provided from January 2006 to July 2009 showed a repayment history for Mr G and that the contact notes for this time showed that Mr G had been in contact with the original account owner on many occasions discussing his circumstances and repayment plans. He said he would have expected Mr G to raise concerns about this debt with the account owner at that time had he thought it was not his. The adjudicator also noted that because Mr G had said he had been a victim of fraud around the time of the activity on the account, the business had offered to carry out a fraud investigation but that Mr G had declined this offer.

Mr G said that the debt was not his and that a copy of the original agreement was needed to establish whether fraud had occurred. He said he had co-operated with the business on this case.

my findings

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

From the evidence it is clear that Mr G did make payments towards this debt for a number of months. Statements show that repayments were made until December 2007. After this reduced payments were made for a number of months. I understand that Mr G says he made payments towards this debt in error as at the time he was dealing with a number of

debts following the failure of his business. However, I find that the payment history combined with the contact notes show Mr G having regular contact with the original account owner. The contact notes show him discussing his financial situation and repayment ability and I find that had he been uncertain about whether the debt was his, he would have raised this at the time.

Mr G has asked for a copy of the original agreement but unfortunately this is no longer available. Given the agreement was from 2006, I am not surprised by this. Mr G has said that he was a victim of identity fraud around the time the account activity took place. Given this, I would have expected Mr G to have checked his accounts to ensure they were legitimate before making payments. And while I understand that he was under a lot of stress at the time, I find it unlikely that he would have made payments for such a long period of time on an account if he had any concern that it wasn't his.

While I appreciate this is not the decision Mr G had hoped for, I find it more likely than not that the account was his and therefore he remains responsible for it.

my final decision

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G to accept or reject my decision before 10 April 2015.

Jane Archer
ombudsman