

complaint

Mr G complains that Lowell Portfolio I Ltd pursued him over a number of years for a debt that was not his.

background

Mr G says that Lowell pursued him for a debt despite him telling it that the debt was not his. He says that the person whose debt it was had a different (although similar) name and different date of birth. Mr G says that the letters and calls he received caused him stress and that he has felt harassed by the contact.

The business says that it tried to contact Mr G by letter and phone about the debt between 30 September 2009 and 4 May 2014 but it received no contact from him. It says that Mr G contacted in on 14 May 2014 and said he believed the account had been fraudulently obtained. It says that Mr G asked to see a copy of the original agreement and so it placed the account on hold and requested the agreement from the original finance provider. It says a copy of the original agreement was sent to Mr G on 18 June 2014 and the account was placed on hold for ten days. After receiving Mr G's complaint in August 2014, it says it sent its final response on 13 November 2014 saying that it would close the account.

The adjudicator said that Lowell should have stopped pursuing Mr G sooner than November 2014, and at least from June 2014 when it had sufficient evidence to see that the debt was in a different name. She said that Mr G had been caused stress by receiving letters about the debt and the actions that would be taken if the debt was not paid. Because of this she said that Lowell should pay Mr G £150 compensation and remove any information relating to this account from his credit file.

Lowell agreed to pay £150 and said that the default information relating to this account had been removed from Mr G's credit file. Mr G did not consider £150 enough compensation for the stress this issue had caused him over a number of years.

my findings

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

The account has been closed and Lowell has said that the default information relating to this account has been removed from Mr G's credit file. Therefore the only outstanding issue is what, if any, compensation Mr G should be paid for the upset and inconvenience this issue has caused.

I accept that being contacted about a debt that was not Mr G's caused him stress and upset. Mr G says that he has been pursued over a number of years. Lowell has said that although it contacted Mr G between September 2009 and May 2014, he did not respond. This is supported by its contact notes. It was not until May 2014, that Mr G contacted Lowell about the debt. So, while I understand that Mr G has received contact over a number of years, because he did not raise his concerns about this debt until May 2014, I can see why Lowell continued to contact him before this date. Had Mr G responded earlier, this issue may have been resolved much sooner.

After contacting Lowell in May 2014, a copy of the original agreement was provided. This showed a different name to that of Mr G. Based on this information I find that Lowell had enough to show that the debt was not Mr G's. Because Lowell continued to pursue Mr G for payment after the agreement had been received, I find that Mr G has been caused unnecessary stress and upset. Because of this I find it reasonable that he is paid compensation.

I find that compensation is due for both the upset caused by being wrongly contacted about the debt and because Lowell continued to pursue Mr G after it had received the copy of the agreement which had a different name on it. I understand that Mr G feels that compensation of £150 is not enough given the duration over which he has been pursued for the debt, however as I have said above, this issue could have been dealt with sooner had Mr G responded sooner to the contact from Lowell. Because of this, I find that the £150 recommended by the adjudicator, and agreed by Lowell, is fair and reasonable.

my final decision

My final decision is that Lowell Portfolio I Ltd should pay Mr G £150 compensation, as it has agreed to, in settlement of this case.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G to accept or reject my decision before 8 May 2015.

Jane Archer
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