

complaint

Mrs A complains that Lowell Portfolio I Ltd is chasing her for a debt that does not belong to her. She is also unhappy about how she has been treated since she asked for evidence of the debt.

our initial conclusions

The adjudicator recommended that the complaint should be upheld in part. She considered that the debt belonged to Mrs A. The adjudicator concluded however that Lowell had continued to chase Mrs A for the debt when she was asking for evidence of it. The adjudicator did not consider that this was reasonable, and she recommended that Lowell pay Mrs A £150 compensation. Mrs A does not agree with this recommendation. She says, in summary, that Lowell did not give her evidence that she owed the debt within a reasonable time limit, so it is unenforceable.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs A and the business have provided.

I appreciate that there has been some delay in Lowell providing Mrs A with confirmation that she owed the debt. It has however now produced a reconstituted copy of the credit agreement between Mrs A and the credit provider. Lowell has also given us a copy of statements belonging to the account which show that Mrs A was the account holder. In the circumstances, I am satisfied that the debt belongs to Mrs A. I note that she very strongly feels that the debt is unenforceable as she was not given proof of it for a long period. As the adjudicator has explained however, only a court can declare if a loan is unenforceable. Our role is to decide if Lowell has acted fairly and reasonably in relation to Mrs A. I find that Lowell has reasonable grounds to believe that the debt belongs to Mrs A. However I agree with the adjudicator that it should not have chased her for the debt when it had not given her evidence that she owed it. Lowell also failed to reply satisfactorily to Mrs A's queries on the ownership of the debt. In light of this I find it fair that she should be paid compensation for the inconvenience this caused. I agree that £150 is fair compensation.

My decision is that Lowell Portfolio I Ltd should pay Mrs A £150 as it has agreed to.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs A either to accept or reject my decision before 11 November 2014.

Rosemary Lloyd

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.