

## **complaint**

Mrs E complains that Lowell Financial Ltd has pursued her for a debt that isn't hers.

## **background**

A debt was transferred to Lowell in March 2014.

Mrs E asked Lowell for proof that it owned the debt. Lowell requested evidence from the original creditor and sent this to Mrs E in September 2014. It sent terms and conditions, account details and a copy of the agreement. Mrs E does not believe that the debt is hers and says that someone forged her signature.

Lowell says it is entitled to recover the debt and has provided her with sufficient information.

The adjudicator did not uphold the complaint. She said the only copy of the agreement she has is one signed by the original creditor. And the credit agreement does not have to contain Mrs E's signature. She asked Mrs E to provide a copy of the agreement containing a forged signature, but Mrs E has not done this. As the account was opened at her current address, the adjudicator was not prepared to uphold the complaint. She said Lowell is entitled to recover the debt.

Mrs E was unhappy with this and says that her signature was forged on the agreement.

## **my findings**

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

I am not satisfied that Mrs E's signature has been forged. Mrs E has not sent in an agreement containing a forged signature. The agreement does not have to be signed and from the documentary evidence it is clear that it hasn't been. Further, the account was opened at her current address. I find Mrs E is responsible for the debt; Lowell has provided her with sufficient information and so is entitled to recover the money from her.

## **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 Mrs E to accept or reject my decision before 13 April 2015.

Clare Hockney  
**ombudsman**