

## **complaint**

Mrs R complains that Lowell Portfolio 1 Ltd has acted inappropriately in pursuing her for a debt.

Mrs R's relative who I shall refer to as "Mr Z" represents her in this complaint.

## **Our initial conclusions**

Our adjudicator did not recommend that the complaint should be upheld.

Lowell accepted this recommendation. Mr Z on behalf of Mrs R did not. He asked that an ombudsman review the complaint.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where there is a dispute about what happened, I have based my decision on the balance of probabilities - in other words, on what I consider is most likely to have happened in the light of the evidence.

The content of the complaint appears to have changed since it has been with this service. Initially it seemed that Mrs R was complaining about whether it was fair that Lowell should seek to recover the debt from her. But Mr Z has now told us this is not what the complaint is about. He tells us she wants us to consider whether the assignment of the debt to Lowell was valid and how it has behaved in pursuing her for the debt.

I will deal with the question of the assignment first.

*is Lowell entitled to seek repayment of the debt?*

It seems that originally Mrs R and a co-debtor were jointly and severally liable for the debt. Then the original debt owner "Q" sold the debt on to Lowell in Mrs R's name only. Mr Z has put forward a number of reasons why he says Q chose to assign the debt in Mrs R's name alone. He says that Q and Lowell worked in concert. He suggests that the assignment is invalid for a number of reasons but primarily because Lowell does not have the same rights as Q did. He has also written at great length about the wider circumstances surrounding the assignment of the debt.

I consider this part of the complaint is very straightforward. Is there anything about the assignment which suggests that Lowell should fairly be prevented from pursuing Mrs R for the debt?

Based on the information I have seen I am not satisfied that Lowell has no proper basis to pursue Mrs R for the debt. It seems it is entirely a matter for Q and Lowell to decide on what basis Q agreed to sell and Lowell agreed to purchase the debt. I have not seen anything to suggest that they did not comply with the relevant terms and conditions. Further Mrs R was always jointly and severally liable for the debt. So if Lowell is pursuing her alone for the debt she is in no worse situation that she would have been prior to the assignment. So I do not consider it's fair to say that Lowell is wrong to pursue her for this debt.

Mr Z says Lowell could have and should have sought to pursue the co-debtor instead of Mrs R. But this was a commercial decision for it to make. I do not consider it has acted incorrectly in the circumstances.

Neither have I seen anything that persuades me that Lowell worked jointly and covertly with Q to Mrs R's detriment.

*has Lowell pursued the debt in a way that is inappropriate?*

Mr Z characterises Lowell's actions as being "*threatening*" and "*intimidating*". I can see why it might have been galling to Mrs R to be asked to pay the whole of the debt in the circumstances. I can also see that Lowell has consistently declined to follow her suggestions about alternative actions it could take. But I do not consider this to be inappropriate behaviour. In the circumstances I am not persuaded that Lowell has acted incorrectly in the actions it has taken to recover the debt.

### **my final decision**

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs R to accept or reject my decision before 23 February 2015.

Joyce Gordon  
**ombudsman**