

## **The complaint**

Ms S is unhappy with Cabot Credit Management Group Limited for the way it has handled an outstanding credit card debt. The credit card was taken out with Company M.

In particular, Ms S has said she did not recall the debt, and confirmation of her owing the debt was not provided when she asked for it. Ms S is also unhappy that not enough attempts were made to approach her before a County Court Judgement (CCJ) was registered against her.

Ms S is represented in this complaint by Mr B.

## **What happened**

A copy of a credit agreement showed Ms S had taken out a credit card in her maiden name in October 2003 when she lived at Address A. Cabot has confirmed the account was terminated in December 2004 due to non-payment, and after the debt was defaulted it was legally assigned to Cabot in February 2005.

Cabot traced Ms S to Address B under a new surname, but received no reply from Ms S when they tried to contact her. They then traced her to Address C and found a telephone number on which they were able to speak with Ms S. In October 2009 Ms S spoke with Cabot and agreed to pay £10 a month towards the debt – however, only two payments were made. Cabot spoke with Ms S again in January 2010 and Ms S confirmed a new surname and promised a further payment of £20. However, no further payments were made towards the debt.

Cabot employed various agents to obtain further payment from Ms S without success. And in May 2015 direct management of the debt returned to Cabot. During July and September 2015 Cabot wrote to Ms S at Address C and as there was no reply, they instructed MC Solicitors to begin court proceedings.

MC Solicitors wrote to Ms S at Address C on 15 September 2015 explaining they would begin court proceedings if they did not hear from Ms S. And after no reply was received from Ms S, MC Solicitors proceeded with court action and a CCJ was granted on 29 October 2015, for £2,444.12 plus legal costs.

Communications between MC Solicitors and Ms S's representative followed in 2016.

Our investigator explained our service had no authority to look at any part of the complaint relating to the CCJ itself or anything that had happened in association with the CCJ from the date it was issued. The investigator was able to consider only what had happened prior to the CCJ and, having done this, they felt Cabot had made reasonable attempts to try and contact Ms S about the debt and let her know about the intended court action. The investigator also noted that it seemed Ms S had some awareness of the debt and so it would've been reasonable for her to let Cabot know about any further changes to her contact details.

While accepting that large parts of the complaint weren't able to be considered by this service, Mr B said Ms S was still unhappy with the outcome as she didn't feel enough had been done to contact her before court action was started. Mr B also said Cabot and MC Solicitors hadn't properly considered Ms S's health in these circumstances.

The investigator provided a copy of the credit agreement for Ms S and reminded her and Mr B that anything which happened after the CCJ was issued was not something our service could look into – including the communications Mr B was referring to. As a resolution wasn't reached, the case was passed to me to decide and I issued my provisional findings to both parties, which I have summarised below.

### *Summary of provisional findings*

- After the CCJ was issued the debt was no longer owned under the original credit agreement and it became a court debt. This meant it wasn't possible for this service to look at the CCJ or what happened after the CCJ. So, the only issue which fell within the scope of this service was to broadly consider whether Cabot had made reasonable attempts to contact Ms S before the CCJ was issued.
- All the available evidence and arguments were considered to decide what was fair and reasonable in the circumstances of the complaint.
- Cabot made reasonable attempts to try and contact Ms S before litigation began. Cabot spent much time themselves, and through their agents, trying to find Ms S and they were successful in locating and contacting her for a brief time in late 2009 and early 2010.
- It wasn't possible to ignore that Ms S also had some responsibility to continue engaging with Cabot after she was in contact with them and that given this awareness it would've been reasonable to expect Ms S to keep Cabot updated with any changes to her address and contact details.
- It was noted from Ms S's submissions that she never had any intention to ignore a financial responsibility, but also it didn't appear Cabot had done anything wrong in the circumstances as they had made reasonable attempts to try and find Ms S and communicate with her about the debt.
- Our service couldn't consider MC Solicitors' letters sent to Ms S in 2015 to start legal proceedings as MC Solicitors were acting in a legal capacity as solicitors, not as debt collectors. So these particular communications did not fall within the scope of this service.

### *Responses to my provisional decision*

Cabot replied to say they had nothing further to add.

Mr B replied on Ms S's behalf. While accepting there was nothing more they could add that would change the provisional conclusions, Mr B highlighted his and Ms S's concern that neither Cabot or MC Solicitors were helpful to Ms S. Mr B said it seemed there was no regard for Ms S's personal health and wellbeing and they felt sure there would be no apology from Cabot and MC Solicitors about the way they'd approached matters and affected Ms S's health.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and

reasonable in the circumstances of this complaint.

I've reflected on Mr B's comments and I'm sorry to hear of Ms S's ongoing health difficulties. However as the investigator explained, the communications Mr B is referring to relate to exchanges after the CCJ was issued, and so these are matters which fall outside the jurisdiction of this service.

Having reviewed everything again, I see no reason to alter the conclusions reached in my provisional decision. That is, much of the complaint does not fall within the jurisdiction of this service. And for the part that can be considered by this service, overall it's difficult for me to say that Cabot have done anything wrong as I think enough reasonable attempts were made over the years to locate Ms S and communicate with her about the debt.

### **My final decision**

For the reasons above, my final decision is that I do not uphold Ms S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 10 August 2021.

Kristina Mathews  
**Ombudsman**