

The complaint

Mr S complains about Cabot Credit Management Group Limited trading as Cabot Financial (Europe) Limited (Cabot)'s actions when contacting him about a debt.

What happened

In January 2020 Cabot bought an overdraft debt in Mr S' name. In February 2020 the original lender (H) and Cabot sent Mr S a Notice of Assignment to confirm the new arrangements. Mr S has told us the original debt came about after his current account and overdraft were closed and a default reported on his credit file in 2009. Mr S has explained he made payments to the debt to another debt collector that was acting on H's behalf but stopped after it was unable to send documents he'd requested.

Mr S asked Cabot to send him various documents including the original credit agreement, up to date statements showing his payments to H and its agents as well as default letters from 2009.

Cabot sent Mr S a copy of terms and conditions it says were applicable to his overdraft. Cabot also sent Mr S a copy of the associated bank statements from 2009, before the account was closed, and a transaction history showing payments he made until 2019.

Mr S has complained about Cabot's actions when trying to recover the debt. Mr S says he's been harassed by Cabot and that it's unfairly threatened legal action. Mr S also complains that Cabot hasn't sent him a copy of the original credit agreement from the 1990s and that some text messages he received contained documents that didn't work.

Cabot sent Mr S a final response and said it had sent the documents he'd requested. Cabot didn't agree it had harassed Mr S or treated him unfairly when making contact about the debt. But Cabot said it had failed to respond to Mr S' requests in good time and offered him £100 to apologise.

Mr S referred his complaint to this service and it was passed to an investigator. The investigator forwarded documents provided by Cabot to Mr S. They thought Cabot had dealt with Mr S' complaint fairly and didn't ask it to do anything else. Mr S asked to appeal and said he hadn't received a copy of the original credit agreement and didn't believe Cabot had sent its final response as claimed. Mr S also said he hadn't received letters that should also have been forwarded by text message. As Mr S asked to appeal, his complaint has been passed to me to make a decision.

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.

First, I'm aware I've set out the background to this complaint in far less detail than the parties and I've done so using my own words. I'm not going to respond to every single point made

by all the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

Cabot has confirmed it can't send Mr S a copy of the original credit agreement he accepted in the 1990s. But Cabot has sent across the applicable terms and conditions that were in place around the time Mr S' account was closed and defaulted. The terms and conditions contain Mr S' account number and sort code. Mr S has pointed out there's no other identifying information and I agree. But I think it's reasonable to say that H would've had terms and conditions governing how Mr S' account would operate and I'm satisfied we've been sent the relevant copy.

I understand Mr S wants the original signed credit agreement but I'm satisfied that despite requesting it from H, Cabot's been unable to obtain it. Whilst I understand why Mr S wants to see the original credit agreement, I think there's other information available that shows the debt belongs to him. I note we've been sent bank statements from before the default date in 2009 along with a transaction history of payments Mr S made to H and its agents after the account was closed and defaulted. I've also reviewed the Notice of Assignment letters sent by both H and Cabot to Mr S. They confirm the debt with H was being sold to Cabot which would contact Mr S about the outstanding balance.

So whilst we don't have a copy of the original credit agreement, I'm satisfied the other information available shows Cabot could fairly contact Mr S about the outstanding balance and ask for repayment.

Mr S has told us he feels Cabot has harassed him. Whilst I can see Cabot has contacted Mr S to ask for repayment on a number of occasions, including by phone and letter, I haven't found it's treated him unfairly. As I've said above, I'm satisfied Cabot did acquire a debt in Mr S' name, so it does have a legitimate reason to get in touch with him. I can see Cabot has told Mr S it was considering legal action. Cabot has confirmed planned legal action was stopped after Mr S raised enquires and I'm satisfied that's the case. I've reviewed all the available correspondence and contact information and I don't agree Cabot has treated Mr S unfairly or harassed him.

Mr S says Cabot failed to send him various letters, including its final response to his complaint. In addition, Mr S says he received text messages with corrupted files and that a letter he sent to Cabot was returned. Where the circumstances of a complaint are disputed by the parties involved I'll base my decision on the balance of probabilities. That is, what I consider most likely to have happened based on all the available information.

All parties agree that Mr S' letter wasn't delivered to Cabot. Cabot says it can't say why that is as it doesn't control the post. There's little we can add to what Cabot's already said. It's not clear why Mr S' letter wasn't delivered but I'm satisfied it wasn't received as claimed. I've looked at all the correspondence Cabot says it's sent Mr S. I can see they're all correctly addressed, in line with the details provided to this service. On balance, I think it's more likely than not that Cabot did write to Mr S as it claims.

I understand Mr S had some difficulties with letters that were sent to him via text message as well as in the post. I don't doubt what Mr S has said but Cabot also sent correspondence in the post. All letters I've seen are correctly addressed and I'm satisfied Cabot did write to Mr S with important information about his debt, in line with what it's said.

Cabot has apologised for errors and delays when responding to Mr S' requests for information and offered him £100. I'm satisfied that £100 fairly reflects the impact of the delay and service Mr S received. As Cabot has already made an offer that is fair and reasonable in all the circumstances, I'm not telling it to increase its offer or take any further action.

My final decision

My decision is that I don't uphold Mr S' complaint because Cabot has already made an offer that is fair and reasonable in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 4 February 2022.

Marco Manente
Ombudsman