

## **The complaint**

Mr F has complained that Cabot Credit Management Group Limited are pursuing him for a debt which he feels they haven't sufficiently proven he owes them.

## **What happened**

This complaint is about a credit card account that was opened in 2016, defaulted in 2020, and was sold to Cabot later that same year.

In 2021, Mr F sent Cabot a series of letters asking them for proof he owed the money.

Cabot gave Mr F documents such as the notice of default sums and notice of assignment. But Mr F said he wanted things like the deed of assignment. He felt that without this, Cabot were not entitled to chase him for the debt and so were harassing him. He asks that they stop contacting him about the account and remove it from his credit file.

Our investigator looked into things independently and didn't uphold the complaint. They found that this was Mr F's genuine debt, which had been sold to Cabot, and so it was fair for Cabot to pursue him for it.

Mr F asked for an ombudsman to review things afresh, so the complaint's been passed to me to decide.

## **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 can appreciate why Mr F would want to make sure he really does owe the money to Cabot – he wouldn't want to pay the wrong people.

I've looked carefully at the evidence here, including the copy of Mr F's account statement, the notice of default sums, the electronic account data, and the notice of assignment – where the original lender confirmed they'd sold Mr F's account to Cabot. The references, dates, and amounts match up. The account was set up in Mr F's name at his address, using personal data like his date of birth and employment details. Mr F's email address and mobile phone were registered to the account – the same ones he gave us – and Mr F would have received a fair bit of correspondence about the card over the years. The card had been open for some years with the original creditor and was seemingly run as a normal account before it defaulted. It's not clear why Mr F now feels this isn't his debt, as it appears this is an account of his that he was aware of for some time. The available evidence all seems to support this being Mr F's debt, and I've not seen anything which substantiates that the account is fraudulent or otherwise not Mr F's. So I think that this is Mr F's account, and so that it's fair for Cabot to contact him about it and to record it on his credit file.

Cabot provided the relevant notice of assignment, which I think was enough to show that they now own the account. It's not clear why Mr F would also like the *deed* of assignment, which is a private document between Cabot and the original lender. The deed would contain commercially sensitive information, but would not contain anything that Mr F needs to see, and Cabot were not required to give that document to him. So I think it's reasonable that they haven't.

Amongst his correspondence, Mr F made some arguments about the enforceability of the debt. Whether or not the debt is legally enforceable is something for a court to decide – I don't have the power to determine that. With that said, I am aware that there are websites and forums which make big promises about clearing debts using obscure legal arguments. Just in case Mr F has been relying on those, I would warn that if something seems too good to be true, it usually is. I'd strongly recommend seeking legal advice from a properly qualified and verified person before attempting to use those same kinds of arguments in a court.

I've looked at Cabot's communication, and I don't think they've corresponded with Mr F excessively or unreasonably. For example, they said they're happy to be flexible and work out a tailored plan based on what Mr F can actually afford. They said it's okay if he can't pay right now, and offered breathing space. And they pointed Mr F towards free, independent debt advice charities in case he needed their help. I don't think they sent Mr F an excessive amount of correspondence, and I can see they're now communicating with him in writing only. So I don't think Cabot have acted unreasonably, and I think it's fair for them to ask Mr F to repay the debt he owes them.

I hope I can assure Mr F that it's quite normal for debts to be sold on like this, and Cabot still have to deal with him fairly when asking for payments. As they've told him, his payments should be based on what he can afford. Mr F may want to get back in touch with Cabot to see what assistance they can give him in repaying the account. And Mr F can always get back in touch with us as a separate case if he subsequently feels that Cabot aren't taking account of his circumstances when working out a payment plan.

But as things stand, I can't see that Cabot have done anything substantially wrong in this case, and I think it's reasonable that they've asked Mr F to repay the debt he owes.

### **My final decision**

For the reasons I've explained, I don't uphold Mr F's complaint in this particular case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 20 June 2022.

Adam Charles  
**Ombudsman**